**liveArgyll Bookings**

**Terms and Conditions**

**General info for all lets.**

1. liveArgyll cannot accept responsibility for any loss of possessions. Lessees are responsible for ensuring that personal possessions are adequately safeguarded.
2. When sporting activities are being conducted activity appropriate footwear must be worn. No studs, spikes or footwear which shall damage or adversely affect the integrity of the flooring shall be worn within any building.
3. Lets are not transferable and must be used for the purpose stated.
4. Bookings should be made at least 48 hours in advance, with the exception of halls.
5. The person applying for the let is responsible for ensuring that the conditions of the let are observed. The person supervising on the day of the let must report to the member of staff on duty.
6. Special conditions may apply to the letting of the undernoted units and separate details may be required within each application: Pitches, Play Areas, Dog Training Facilities, Playing Fields, Swimming Pools, Specialist Classroom Equipment, Kitchens, Cafeterias, and Serveries.
7. In the event of an accident within the premises the let holder must report the incident immediately to the member of staff on duty and an Accident Report Form (obtainable from the staff member) should be completed and returned as specified on the form.
8. Fire drills will be routinely conducted and members of each group must be aware of the method of exit from the building and position of the assembly area after leaving the building.
9. The lessee is responsible for ensuring that a safe and healthy environment is provided for participants. Practical and physical education activities must be conducted in accordance with the appropriate code of practice.
10. Charges and Conditions of let may be subjected to variation by the decisions of liveArgyll.
11. All lessees shall observe such restricted letting periods as may be determined from time to time, in addition to the normal statutory holidays.
12. All bookings made are subject to the times stated on the booking. Hirers must ensure that the Property is cleared at the appropriate time. Entry to the Property will be from the time specified on the application for let. Additional time will be charged after the event, if necessary.
13. All groups/organisations using accommodation shall state the purpose for which they are engaged and shall not sublet or alter the purpose for which they are engaged without the consent of liveArgyll. If Property, or any part thereof, is used for purposes different from that for which they are engaged liveArgyll reserves the right to terminate the booking at any time without liveArgyll being liable to the hirer for costs incurred by the group/organisation.
14. If the lessee fails to attend on the stated day and times on the application form the let will be charged at the full rate. Failure to attend for a let which is subsidised in whole or part will result in the review of further lets.
15. If the let has to be cancelled by liveArgyll for any purpose as much notice as possible will be given.
16. Smoking and vaping are not allowed within any building.
17. Groups accessing the premises shall be responsible for having their responsible person comply with The Protection of Vulnerable Groups (Scotland) Act 2007 and subsequent legislation and guidance.
18. Staff may refuse admission to or expel any person or persons from the venue on reasonable cause.
19. Any person under the influence of alcohol and/or drugs or unclean in person or dress so as to cause offence to other users within the same venue, may be expelled or excluded.
20. No animal (other than guide dogs) may be brought into a venue unless by prior consent.
21. The onus is on the lessee to ensure that all persons are familiar with procedures for evacuation prior to commencing and throughout the let. In the event of an actual evacuation the lessee must let the staff member at the assembly point know if anyone from their group is missing.
22. Access to set up will only be granted to the lessee and any third party in accordance with the times recorded on the booking form. Setting up and clearing away is included within the let time and all equipment and clothing cleared before end of let.
23. liveArgyll maintains the right to refuse any booking that is considered unsuitable or unable to facilitate.
24. All users must enter and leave by the proper exits and show relevant identification when asked.
25. All users must conduct themselves in an acceptable manner at all times. Admission may be refused, or persons expelled from the venue on reasonable cause.
26. No photographic equipment or any other form of visual or sound recording equipment is to be used without prior consent.
27. It is prohibited to alter, interfere or deface the structure of the premises or any equipment or fittings within the premises.
28. All items of electrical equipment that are brought into the venue by or on behalf of the lessee must carry a valid current Portable Appliance Test Certificate or validation, copies of which should be produced upon request.
29. The lessee shall ensure that motor vehicles are not parked in such a way as to obstruct the premises. liveArgyll accepts no responsibility in respect of any vehicle or for any loss or damage to any vehicle or its contents.
30. The use of bottled gas and use of naked flames and other items deemed similar is strictly forbidden without prior consent being granted.
31. The lessee will be responsible for any damage done to the premises or the fixtures and fittings and shall be bound to meet the costs of the same.
32. Pyrotechnics are prohibited within the premises.
33. The hirer is responsibility for ensuring that all gangways, doorways, stairways, exits, emergency exits and entrances are kept unobstructed at all times. Failure to do so can result in a booking being terminated immediately.
34. No fittings of any kind (bolt, nails, screws, blue tack etc.) shall be attached to any part of the interior or exterior of the building without prior consent from liveArgyll.
35. The hirer is responsible for the provision of stewards and security staff and for the maintenance of good order at events/functions. liveArgyll reserves the right to specify and/or engage stewards, security staff and first aid personnel on behalf of the hirer at the hirer’s expense in circumstances that they deem appropriate.
36. The hirer must comply with all the Performing Rights Society regulations and supply any relevant information pertaining to this as requested by liveArgyll.
37. When an event is open to the public, the hirer is required to take out at least public liability insurance and the premises are let on the understanding that this will be done.
38. The hirer will be required to remove all reasonable waste from the environs of the facility and where necessary make special arrangements for its removal with a licensed contractor before final vacation of the premises.
39. Where premises are let for the purpose of private gain by individual or commercial organisation full commercial rates will be charged.

**Specific info for other facility use including school rooms and pitches.**

1. Where premises are let for the purpose of private gain by individual or commercial organisation full commercial rates will be charged.
2. An organisation having the use of educational premises shall be required to meet the cost of making good any damage to property or equipment which occurs through occupation of the premises.
3. Lessees shall accept full responsibility for any accident, injury or damage to any person which may occur as a result of the use of the premises. When a playground is let for parking cars the lessees shall free and relieve liveArgyll of any responsibility for third party accident during occupancy and shall have an attendant on duty to supervise parking. Lessees shall be responsible for any person using the premises in terms of their let and shall ensure that such persons restrict their use of the building to the areas let. Lessees and the persons for whom they are responsible, shall not access any other areas of the school than those subject to their let.
4. The grant of a let does not confer automatically the use of specialised equipment and facilities within the school premises.
5. Groups wishing a liquor licence must submit their application for let prior to the licence being applied for – no alcohol will be permitted within education buildings or grounds at any time.
6. Certain educational premises may be required to be licenced to allow public performance where money or tickets exchange hands. If a public performance is intended, it is important that the applicants indicate this clearly at the time of booking.
7. A let will not extend beyond 10pm without prior arrangements being made.
8. The use of educational premises for any form of gambling for commercial gain is expressly forbidden.

**Specific info for hall use**

1. Bookings should be made at least 14 days in advance, 40 days if you require liveArgyll as the bar provider.
2. All applicants must be over the age of 18 years and proof of identity/age may be required.

**Cancellation**

1. liveArgyll reserves the right to cancel a let without being liable for compensation in the event of the Property being required for the purposes deemed necessary by LiveArgyll.
2. Cancellations can be made up to 24 hours before booking with the exception of hall bookings.
3. If the let has to be cancelled by live Argyll for any purpose as much notice as possible will be given
4. Notification of hirer's intention to cancel a hall booking must be made in writing. In the event of cancellation by the hirer the following charges are payable by the hirer:

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| More than 14 days – No charge |
| 7 to 14 days in advance – 50% of hire charge |
| Less than 7 days in advance – 100% of hire charge. |

**Payment**

1. Payment for all bookings should be made at least 48 hours prior to booking taking place. Failure to make payment could lead to booking being cancelled and no further bookings accepted.
2. liveArgyll reserves the right to bill additional charges as a result of any damaged outlined in Section 5 after the event.