

Terms and Conditions of Hall Hire and Use

Contents

1. Introduction	1
2. Forming the contract between us and you	2
3. Compliance, Indemnity and Insurance requirements	2
4. Booking, Invoicing and payment	3
4.1 Booking on behalf of a business, club or other organisation	3
4.2 Opening Times	3
4.3 One off, ad-hoc or infrequent bookings	3
4.4 Regular Users	4
4.5 Room hire fees	4
4.6 Payment methods	4
5. Use of the Hall	4
5.1. Room capacities	4
5.2 Room Use	4
5.3 Prohibited Uses	4
6. Access & Security	5
7. Cancellation by us	5
8. Cancellation by you	5
9. Parties and Social Gatherings	6
10. Selling, Performance, Copyright and Licensing Requirements	6
11. Safety measures	7
11.1. Electrical Safety	7
11.2. Fire	7
11.3. Kitchen	7
12. Personal and Group property and storage	7
13. Protection of the premises	8
14. Prohibitions & preservation of order	8
15. Zero tolerance	9
16. Safeguarding	9
17. Advertisements	9
18. Use of venue address and mail handling	10
19. Car parking	10
20. Data protection and Privacy Notice	10
21. Agreement as contractual only	10
22. Associated Documents	10

1. Introduction

This document details Ardgay Public Hall Terms & Conditions of Hire, as of 29/8/2026. The terms have been developed as a requirement for either our Insurance Policy or Public Entertainment License.

If you have any questions or issues, or points you would like to make, please contact bookings@ardgayhall.co.uk in the first instance. All hirers need to agree to these Terms & Conditions. Thank you.

For the purpose of these terms and conditions, and in singular or plural:

- 'The hall' refers collectively to the building and grounds of Ardgay Public Hall.
- 'You', 'your', 'hirer', 'user' refer to the individual, group or organisation entering into the hire agreement.
- 'We', 'our', 'us' and 'the committee' refer to any staff, contractor, volunteer or representative of Ardgay Public Hall, or the organisation itself.
- 'Regular User' of Ardgay Public Hall refers to regular hirers and users of the hall.

2. Forming the contract between us and you

The following documents in any combination form the contract between us and you:

- Your booking request form, and the email that confirms or declines your request.
- These terms and conditions.
- Additional terms provided by email or in writing.
- Emails exchanged regarding changes to existing bookings.
- Invoice(s) showing your bookings and hire charges.

3. Compliance, Indemnity and Insurance requirements

You must ensure that you and any attendees in connection with your booking(s) comply with these terms and any additional terms notified to you by email or in writing at any time.

You are responsible for all liability, actions, proceedings, claims, losses, damages, awards, costs, fines, or any other consequences resulting from your actions or the actions of those attending your event including, but not limited to:

- loss, damage, death or personal injury which occurs whilst accessing the centre.
- You or your session attendees non-compliance with our terms and conditions.
- Your failure to obtain the necessary permissions or licences for your activities.
- Any unlawful activities held in relation to your bookings.

In addition, where you have failed to comply with any aspect of our terms, we may:

- End your booking early with immediate effect.
- Retain any deposit paid.
- Cancel your hire and withdraw access to the hall in the future.
- Invoice you for reasonable costs incurred whilst rectifying unreasonable damage or cleanliness issues as a result of your hire.

In doing so, we do not need to pay you any compensation.

Hirer's Insurance: Ardgay Public Hall holds limited Hirer's Insurance. This provides public liability insurance for you, during the period of your hire and only at the Hall, but ONLY if you are:

- a local resident AND either

- a voluntary or community group without your own insurance
- another type of non-profit group, organisation or individual that doesn't aim to make a profit for themselves and where any surplus revenue is reinvested to support their mission or for public benefit.

You must have your own Public Liability Insurance in place which is appropriate to your business or activity if:

- your event doesn't meet the above criteria,
- you use the hall for any profit making or commercial purposes, or
- you have not informed us that you meet the criteria for insurance provided

You must provide us with evidence of your own cover before any period of hire commences.

Risk Assessment:

In either above case, you must take ownership of your own risk assessments and ensure that any electrical equipment is safe.

Third Party hires:

If you are booking the hall where you are hiring other 3rd party professionals or commercial entities (e.g. entertainers or caterers), you must assure us that they hold their own public liability insurance, and any other activity relevant licensing or insurance.

4. Booking, Invoicing and payment

Please use the calendar (ardgayhall.co.uk/Calendar) to request your booking(s) or email bookings@ardgayhall.co.uk.

Please note:

- The Hall reserves the right to refuse any booking request without explanation.
- You must be at least 18 years old to make a booking.
- The minimum period of hire is one hour and payment is per full hour.

4.1 Booking on behalf of a business, club or other organisation

You must:

- Have the authority to enter into a contract with us on their behalf;
- Inform us of the name and address of the organisation, and your position there, on the booking request form.

4.2 Opening Times

Everyone must vacate the building and surrounding areas by 1am.

We may require to restrict activities around other bookings.

4.3 One off, ad-hoc or infrequent bookings

If the Hall can accommodate your booking request, we will email you with a provisional confirmation. Prior to fully accepting your booking, we require you to

- Agree to these Terms and Conditions and any further conditions stipulated in the emails or other correspondence and
- Pay your invoice in full, unless otherwise agreed.

4.4 Regular Users

We will email you to indicate whether we can accommodate your bookings, and check that you have agreed to these Terms & Conditions and any other required conditions.

Invoices will be emailed in arrears at the start of the month requesting payment, in full, by the due date.

If you are not the person paying the invoice, please let us know at the time of booking or by email to bookings@ardgayhall.co.uk.

4.5 Room hire fees

Indicative room hire fees are noted on our web site – ardgayhall.co.uk/Hiring-Information/. These are subject to change at any time at our sole discretion. We will inform you of your hire costs when confirming your booking.

4.6 Payment methods

Payment is by bank transfer. If you are unable to do this, please let us know at the time of booking. Please ensure to include the invoice number on your payment.

5. Use of the Hall

5.1. Room capacities

The maximum capacity of the whole hall including any helpers, performers, catering staff etc is 150.

5.2 Room Use

- You must only use the room(s) booked:
 - at the pre-agreed/booked times, and only
 - for the purpose stated on the booking request form or agreed with us by email.
- We allow a 30 minute gap between bookings by different hirers to facilitate a smooth changeover from one group to the next. This is to allow for
 - Safety and cleaning checks before your activity
 - Tidying and cleaning up after your activity

If you need more time for organising and cleaning up after your event, please note this on your booking form

- Fire Safety. The main hall door and the kitchen door should be kept closed at all times other than when carrying items in and out of these rooms.

5.3 Prohibited Uses

You must not

- Sub-let, or share a hire period, unless fully discussed with the booking secretary

The following items are prohibited at the Hall:

- Highly flammable substances and gases.

- Naked flames and other sources of ignition such as candles, cigarettes, vaping devices, lighters, matches.
- Bouncy castles.
- Smoke producing devices.

6. Access & Security

The hall key is held in a key-safe box. The access number is changed regularly.

If we provide you with the code:

- You must not share the code with anyone else without our prior permission.
- Do not write it down where anyone else can access it.

If we provide you with any door or cupboard keys:

- All hall keys, whoever provided them, remain the property of the Hall and must be returned on request or if you stop using the Hall regularly.
- You must not have any additional keys cut without our prior written agreement.
- You must not label keys to indicate they are used at the Hall.

If you are not authorised to hold the door access code or keys:

- We will meet you at pre-agreed times to open and close the Hall for you.

7. Cancellation by us

We reserve the right to cancel a booking, at any time before or during your booking, and without giving a reason, in the following circumstances:

- If you do not comply with these terms and conditions, or any other additional conditions provided by email or in writing.
- If we believe your event will lead to a breach of licensing conditions or other legal or statutory requirements.
- If the booking is deemed to negatively affect our reputation.
- If we have any concerns about health and safety, extremism, or anything that may incite prejudices of any kind.
- If the Hall has become unfit for purpose (eg. emergency repairs are required).
- When the Hall is required for use as a polling station or similar
- For any other reason deemed appropriate by us at the time.

If we cancel a booking:

- We may do so without refund of the room hire fee or deposit where we deem it necessary to cancel with immediate effect.
- We may refund the hire fee or rearrange the booking in the case of cancellations required in advance.
- We will not be liable for any resulting loss or damages and we will not provide or pay for alternative facilities elsewhere.
- We do not need to pay you any compensation as a result of cancellation.

8. Cancellation by you

We aim to be as flexible as possible and review cancellations on a case by case basis.

One off / Adhoc / Infrequent Bookings: Please contact us as soon as you know there may be

a problem with your event schedule. Cancellations within 14 days of your event may incur a cancellation fee of up to 50%.

Regular users: cancellation is negotiable. We may require to apply a charge.

9. Parties and Social Gatherings

When such events are permitted by The Hall, the event must not extend beyond midnight and the hall and surrounding areas must be vacated by 1am. When leaving, please keep quiet and be respectful of our neighbours. Children's parties must be for children up to the age of 12 only.

Steward requirements. All larger gatherings must have nominated stewards.

A steward is a nominated, identifiable, sober and sensible person who remains able to deal with any issues including illness or fire or disturbance.

Adult events:

Two (2) stewards are required for each event if you are using the stage.

One (1) steward is required if you're not using the stage.

Children's events:

One (1) steward is required for every 100 children or part thereof plus one (1) additional steward if you are using the stage.

NB: The licensing authority may decide that because of the type of entertainment and/or the composition of the audience additional stewards should be on duty. It is your responsibility to identify additional requirements.

Stewarding Duties: The primary duty of stewards is to ensure that safe conditions are maintained in the premises and to achieve this, they should:-

- (i) be fully familiar with fire fighting equipment and fire evacuation procedures
- (ii) ensure that no overcrowding occurs in any part of the premises
- (iii) co-ordinate evacuation in the event of an emergency
- (iv) keep all hallways and exits clear at all times
- (v) prevent standing on seats or furniture and
- (vi) be aware of any special requirements e.g. regarding evacuation procedures required for vulnerable people

10. Selling, Performance, Copyright and Licensing Requirements

When selling goods or services at the premises, you must comply with the requirements of current laws.

You are wholly responsible for:

- Checking whether your activity requires any type of licence, permission, or notice to Highland Council or any other official body.
- Ensuring you have the relevant licences, permissions, insurances and/or notices in place as required by current law and/or Highland Council requirements, other than those already held by us.

You must ask for our express permission in writing prior to any such events taking place.

11. Safety measures

11.1. Electrical Safety

You must ensure that any electrical equipment you use is safe. We recommend that such equipment is regularly PAT tested and fully considered in your risk assessment.

We do not recommend the use of Electrical Socket Covers.

11.2. Fire

- For any event, you must nominate a “Senior Person In Charge” (SIPC) to oversee any safety and evacuation requirements.
- In particular, the SIPC must ensure that a Personal Emergency Evacuation Plan is in place for all disabled, vulnerable people and children attending your sessions, and that suitable provision is in place to meet the needs of everyone in attendance in the event of an emergency.
- You must familiarise yourself with the Fire Safety Risk Assessment and Fire Evacuation Plan, and comply with any requirements stated within.
- Do not block entrances, exits, corridors or passageways - always keep them clear.
- Do not stack chairs and other items in front of heaters.
- Do not place any fluids, drinks or food items on top of heaters.
- Firefighting equipment must be kept in its proper place and only used for the intended purpose.
- At the end of your event, turn off all appliances, lights, heaters, cooker, cooker extractor, urn, kettles, fridge, freezer etc. (unless labelled to stay on).
- Please also firmly close all internal and external doors and lock the external front door.

11.3. Kitchen

Please ensure that you have sufficient kitchen hygiene knowledge for your event. Children should not be allowed in the kitchen, unless for a specific agreed purpose with additional risk assessments. In particular, please note that the water is very hot.

12. Personal and Group property and storage

Please note that your personal property or that of your group is not covered by hall insurance.

- We may provide storage space for your own equipment if available.
- Do not store valuable or unnecessary items in the building.
- We are not responsible for any loss, damage or theft of personal belongings, equipment or property brought to or stored in the Hall, including vehicles parked in the grounds.
- We reserve the right to:
 - Charge a fee for the provision of storage space.

- Maintain access to locked storage space.
- Remove locks where we have not been provided with a code or key.
- Periodically check the contents of storage space without notice.
- Instruct you to remove prohibited or unsafe items at any time.
- Remove and dispose of, sell or give away any equipment which is not stored in line with these terms or without our permission.
- Retract the provision of storage space at any time and for any reason.

13. Protection of the premises

You are responsible for protecting the premises during your session. You must take reasonable care of the hall, including but not limited to:

- Do not drive screws, nails, drawing pins etc. into any part of the premises.
- Do not make any alterations or additions to the premises.
- Do not install or attach any fixtures, placards, decorations or other articles to any part of the premises without our permission.
- Do not apply chalk, stickers, wax or crystals of any kind to the floors.
- Do not apply liquids of any kind to the wooden floors.
- Exit doors must be closed when raining to prevent water ingress.
- You must leave the premises as you find it, in a clean and tidy condition. You are expected to sweep the floors after your session to remove any debris should this be required.
- Should you need them - basic equipment for cleaning up spillages, wiping tables after use and brushing up are available in the cleaning cupboard.
- Any equipment used must be returned to its original position.
- If you experience any problems on arrival, please let a member of the management committee know as soon as possible.

14. Prohibitions & preservation of order

You agree and undertake to ensure that neither you nor any of your session attendees, whatever their capacity, engage in the following activities which are prohibited at the Hall:

- Any activity or event which requires a licence, permissions, or notice to Highland Council or any other official body, where such licences, permissions or notices are not in place.
- Drunken, disorderly, unlawful, dangerous, offensive, or immoral behaviour, conduct or activities.
- Unlawful gaming (in effect gambling without a licence or permit).
- The use of any materials or content which depicts nudity or sexual content of an explicit or suggestive nature.
- The sale, supply or consumption of illegal drugs.
- The sale, supply or consumption of alcohol, unless:
 - you have expressly requested permission from us to do so;
 - and we have granted this permission (which we may do in very limited circumstances);

- and you have complied with the necessary legal licensing and notice requirements;
- and you comply with any additional terms that we put in place as a consequence.
- Smoking or vaping.
- The use of inflatable bouncing devices (ie. bouncy castles).
- Excessive noise, including the playing of music, which may disturb other hall users or local residents.
- The use of smoke generating devices or confetti.
- The use of the hall, or any materials or content within the centre, for any purpose which promotes, incites, or encourages any form of hatred, discrimination, prejudice, hostility, or violence against any person or group.

You must ensure that you and all attendees in connection with your booking(s) arrive and leave the premises in an orderly manner and in such a way that does not cause nuisance or annoyance to owners or occupiers of nearby premises.

We reserve the right to:

- Judge noise, behaviours, disturbance, annoyance, and activities, and to instruct you to take corrective action, or to take corrective action ourselves.
- Refuse entry of any person to the centre, and require any person to leave upon request, without giving a reason.

Access to Police Officers, PCSOs, Council Officers and Hall Committee:

You will allow hall representatives, Police Officers, Police Community Support Officers and Council Officers and the Hall Committee to enter the building at any time. They have full power to enforce these terms and the law, and to preserve peace and good order.

15. Zero tolerance

It is important for all our hirers, hall users, visitors, contractors, volunteers, members and our community to feel safe and to be treated with respect. The Hall has a zero tolerance attitude to any form of abuse or discrimination whether it be physical, verbal or mental.

16. Safeguarding

You must ensure your overall plans consider any risks associated with the safety of all your volunteers and attendees, particularly relating to vulnerable people (children and adults). Where relevant, you should have a Child Protection Policy in place and appropriate PVG certifications.

17. Advertisements

- You may place an advertisement for your session, no bigger than an A4 sheet, on our notice boards inside the hall. These must be removed or replaced as soon as they become damaged or out of date.
- You must not advertise anything other than your sessions.
- No other advertising of a commercial nature:
 - shall be permitted at the premises except with prior permission

- shall be displayed except on the day of the event, advertising only the event which is taking place, and must be removed immediately after the event.
- Advertisements must never be affixed to the exterior of the building.
- The Hall Committee reserves the right to remove adverts without warning and without explanation.

18. Use of venue address and mail handling

The hall address can be used as the venue/location address for your sessions.

You must not use the hall address:

- as the registered office, business address, or trading address for any business, company, association, or sole proprietorship;
- as the delivery address for mail, correspondence, packages or parcels, either during or outside of the hire period.

19. Car parking

Please park responsibly within our car park and keep the disabled ramp / fire escape exits clear. If the car park is full and you need to park on the road or village car parks, vehicles should be parked in a considerate manner that respects our neighbours and will not inconvenience others.

- Do not obstruct private driveways or public footpaths.
- Do not block access to local side roads.
- Always leave plenty of room for emergency vehicles such as fire engines and ambulances to get through - at least 3 meters (10 feet).
- Avoid taking up a large space that could be used by two vehicles.

20. Data protection and Privacy Notice

In order to manage your bookings, your personal data will be held in line with the Hall GDPR & Privacy Notice here - ardgayhall.co.uk/Privacy-Notice/

21. Agreement as contractual only

The contract between us does not give you any rights of ownership, tenancy, occupation, or control over the property or its contents.

22. Associated Documents

Fire Evacuation Plan	APH 2026 Policy Fire Evacuation.pdf
Food Safety Policy	APH 2026 FoodSafetyPolicy.pdf
Child Protection Policy	APH 2026 Policy - Child Protection.pdf
Safeguarding Policy	APH 2026 Policy-Safeguarding.pdf
Health & Safety Risk Assessment	- Template available on request
Fire Risk Assessment	- Template available on request.

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