

# Lonach Hall

## Terms & Conditions of Hire

### 1. Definitions

1.1 “**Hall**” / “**Lonach Hall**” refers to the building and grounds at the Lonach, Strathdon, Aberdeenshire (AB36 8UN).

1.2 “**Hirer**” means the individual or organisation named on the booking form.

1.3 “**LHCA or Committee**” means the current Lonach Hall Community Association, responsible for the management and operation of Lonach Hall.

### 2. Booking and Payment

2.1 Booking requests may be made by completing the online form. A member of LHCA will contact you regarding your request.

2.2 A 25% non-refundable deposit is required to secure the booking. The booking is not confirmed until the deposit is received.

2.3 The remaining balance must be paid no later than 28 days before the event. Bookings made within 28 days require full payment at the time of booking.

2.4 Hire rates are set out in the current pricing schedule.

2.5 Hirer must be aware that all members of the public must be off the premises by 1am.

### 3. Cancellation

By the Hirer:

3.1 More than 28 days: refund of hire fees excluding the non-refundable deposit.

3.2 Less than 14 days: Refunds will only be issued if the room is successfully rebooked.

3.3 Bookings may be transferred to another available date within 3 months with at least 14 days' notice, subject to availability.

3.4 Refunds are issued using the original payment method and may take up to 14 days to process.

By LHCA:

3.5 LHCA may cancel in exceptional circumstances, including where Lonach Hall is designated a Resilience Hub, eg. damage or safety issues. Fees paid will be refunded in full. LHCA shall have no further liability.

3.6 Neither party is liable for events beyond their control (e.g., severe weather warnings, government restrictions). LHCA may offer a refund or alternative date.

### 4. Use of Premises

4.1 The Hall must only be used for the purpose stated in the booking.

4.2 The Hirer must book all rooms and hours required.

4.3 Additional rooms may not be used without prior approval.

4.4 Maximum capacities:

- Main Hall – 200 (225 if confirmed by LHCA)

- Upper Hall – 70
  - Committee Room – 20
- Total attendance must not exceed 250 unless approved. Additional facilities such as marquees or extra toilets may be required for larger events.

4.5 The booking may not be transferred or sub-let without written permission from LHCA.

4.6 The Hirer is responsible for setup, operation, and clearing up.

4.7 Furniture, appliances, and equipment must remain in their allocated rooms unless prior approval is given.

4.8 The Main Hall bar is fixed and must not be moved.

4.9 Decorations must not cause damage and must be removed carefully. Any unusual decorations (e.g., glitter, straw) requires prior approval from LHCA.

4.10 No open flames are allowed inside the Hall, other than birthday cake candles. Tea lights, sparklers etc are prohibited.

4.11 The Hirer is responsible for the behaviours and conduct of their guests.

## **5. Insurance and Risk Assessment**

**5.1** LHCA holds public liability insurance for events organised solely by LHCA only.

5.2 Hirer is strongly advised to obtain their own Public Liability Insurance. Evidence of such insurance may be requested, depending on the nature of the event.

5.3 Regular users should hold their own public liability insurance.

**5.4** LHCA shall not be held liable for any loss, damage, injury, or claims arising from a failure to obtain appropriate liability insurance. It is the sole responsibility of the Hirer to ensure that adequate insurance cover is in place. LHCA accepts no liability where such insurance has not been arranged.

**5.5** A risk assessment, to be completed by the Hirer, is required for events involving staging, equipment, contractors, or large numbers of attendees.

## **6. Health & Safety**

6.1 Fire exits must remain clear at all times, and access to fire extinguishers must be clear.

6.2 Smoking/vaping is prohibited inside; the designated outdoor area must be used.

6.3 No open flames are allowed inside the Hall, other than birthday cake candles. Tea lights, sparklers, etc constitute a fire hazard and are prohibited.

6.4 In the event of an emergency, Hirer should notify the emergency services immediately and contact a member of LHCA.

6.5 A defibrillator is located on the wall outside.

6.5 Electrical equipment brought onto the premises must be safe and PAT tested.

6.6 The Hirer is required to make a brief safety announcement at the start of the event.

6.7 Access is granted for the booked period, including setup and clearing. Keys, codes, and alarm instructions must be kept secure.

6.8 All windows and doors must be locked, all lights switched off and alarms set on vacating, unless instructed otherwise.

## **7. Kitchen Use**

7.1 The kitchen may only be used if included in the booking.

7.2 The kitchen is a full catering kitchen, however no utensils, pots, cooking equipment, etc are provided.

7.3 Food preparation must comply with hygiene regulations. Commercial caterers may need to provide certification.

## **8. Alcohol and Bar Use**

8.1 Sale or supply of alcohol must comply with local licensing laws. Lonach Hall is not a licenced premises.

8.2 Where a third-party bar is provided, the Hirer must obtain the necessary licence/s and provide a copy to LHCA.

8.3 Alcohol must not be supplied to persons under the legal drinking age.

8.4 When a licensed bar is operating no other alcohol is to be brought onto the premises.

8.5 The Hirer is responsible for guest behaviour regarding alcohol.

### **LHCA Provided Bar**

8.6 Requests must be made at least 10 weeks in advance of the hire date, and are not guaranteed.

8.7 LHCA provides bar staff and manages the occasional licence.

8.8 Table service may be available for an additional charge.

8.9 A drinks menu will be provided; extra charges may apply for special requests.

## **9. Housekeeping**

9.1 LHCA do not have a hall keeper and rely on Hirer to help keep the hall in a pleasant condition.

9.2 The Hirer is expected to sweep the floor, wipe down tables, clean any spills, flush all toilets and rubbish must be removed or placed into correct external recycling bins.

9.3 Hirer is responsible for setting out tables and chairs and putting them away, leaving the Hall looking the way they found it.

9.4 Additional cleaning or repair costs will be charged if the Hall is not left in an acceptable condition.

9.5 Any damages must be reported to LHCA within 48 hours.

## **10. Damage, Liability and Force Majeure**

10.1 Hirer will be held responsible for any damage to the Hall, its furnishings and fittings, accessories or surrounds. Any damage must be reported within 24 hours and made good at the expense of the Hirer to the full satisfaction of LHCA.

10.2 LHCA is not responsible for loss or damage to personal property.

10.3 LHCA is not liable for machinery failure, power outages, heating failure, water issues, fire, or other unforeseen events.

10.4 In severe weather LHCA will only clear snow from the access roads once deemed safe to do so, and cannot guarantee this will be done for the hired period. Sand is provided for Hirer to use for grip. If Hirer deems unsafe access, no hire fee will be charged.

## **11. Compliance**

11.1 The Hirer must comply with all relevant legislation, including licensing, safeguarding, and health and safety. The Hirer is responsible for children, vulnerable adults, and all attendees, and information never shared.

11.2 The Committee may refuse or terminate a booking for non-compliance.

11.3 The Hirer must co-operate with Committee representatives or authorised authorities.

## **12. Right of Entry**

12.1 The Committee may enter at any time for inspection, safety checks, or monitoring.

12.2 If terms are breached, the Committee may terminate the hire immediately.

## **13. Miscellaneous**

13.1 Any changes to these terms must be agreed in writing to the Committee.

13.2 These terms do not create a tenancy. The Hirer's right to use the Hall is a licence for the agreed period only.

13.3 These terms are not exhaustive and may be added to at any time.

Lonach Hall Community Association is a registered Charity, which is run by volunteers. LHCA give up their own time to manage the Hall. They take their actions with the best interests of the Hall, its users and the community it serves. We welcome new members so we can continue to ensure there is a wide viewpoint and we continue to make fair decisions regarding the Lonach Hall.