

## Liddell Park Hut - Terms and Conditions of Hire

### 1. Definitions

For the purposes of these terms and conditions the following definitions apply:-

“**EDC**” means Elsick Development Company Limited, incorporated in Scotland under the Companies Acts (Registered Number SC347375) and having their registered office at Kinnaird Castle, Kinnaird Park, Brechin, Angus;

“**Hire Form**” means the form entitled Liddell Hut Booking Form

“**Hirer**” means a person, who must be over 18 years of age, who shall be responsible for ensuring that these terms and conditions are complied with in respect of the hire of the Hut;

“**Hut**” means the hut situated within Liddell Park, Chapelton and includes all of the structure, furniture and equipment therein;

### 2. Hire Application

- a. The Hirer must complete and sign the Hire Form and submit this to EDC as directed on the Hire Form.
- b. All details on the Hire Form shall form part of these Terms and Conditions of Hire and by submitting the Hire Form the Hirer accepts these Terms and Conditions for the hire of the Hut.
- c. The Hirer may only use the Hut for the purpose specified on the Hire Form.
- d. No hire period can extend beyond midnight.

### 3. Confirmation of Hire

- a. EDC shall confirm in writing to the Hirer whether the application for hire per the Hire Form is acceptable. For the avoidance of doubt EDC reserves the right to refuse any application without giving due reasons.

### 4. Deposit

- a. A deposit must be provided with your hire payment. The deposit will be held pending satisfactory inspection of the Hut by EDC following the hire period. A charge will be levied for damage to the building or contents or additional cleaning required.

### 5. Cost and Payment

- a. The cost of hire will be based on the period stated on the Hire Form and the applicable hire rate current on the date of hire.

- b. The hire cost shall be payable in full to EDC no later than 7 days prior to the start of the hire period. Failure to make timely payment will be considered to be a cancellation by EDC.

### 6. Cancellation

- a. In the event of cancellation provided more than 48 hours notice before the commencement of the hire period is given a refund of the deposit and hire cost paid by the Hirer will be made by EDC.

### 7. Licences and Permissions

- a. The Hirer is responsible for obtaining any relevant licences or rights applicable to the event and undertakes to abide by and comply with all conditions, stipulations and requirements contained in or attaching to any licence or permission and to indemnify EDC against all claims, costs, demands, fines and fees occasioned by any breach of this undertaking.
- b. Details of any licences and permissions applied for and those granted are to be supplied to EDC at the time of making the hire cost payment.

### 8. Security

- a. The Hirer shall contact EDC no less than 7 days before the hire date to arrange for the collection and return of the keys for access to the Hut.
- b. The Hirer is responsible for the security of the Hut during the hire period and must ensure that all external and internal doors and the French windows are locked, all windows closed and secured and lights switched off when the Hut is not occupied and at the end of the hire period.
- c. Any items left in the Hut while unattended are at the risk of the Hirer.

### 9. Conditions of Use

- a. No tacks, pins, screws, cellotape, tools, instruments or any other like items may be applied to any part of the Hut. Decorations may only be affixed using blu-tack provided care is taken when removing decorations to avoid paint damage or marking.
- b. At the end of the hire period all furniture and equipment shall be returned to its store place.
- c. At the end of the hire period the Hut shall be left in a clean and tidy condition and undamaged. All floors are to be swept, (mopped in the case of spillages), the kitchen shall be left clean and tidy and all used dishes are to be washed and

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returned to the appropriate storage place. The bathroom shall be left clean and tidy. All rubbish shall be removed from the inside of the Hut. No rubbish shall be left within Liddell Park. Cleaning equipment is provided under the sink in the kitchen area and within the bathroom.

- d. All spillages on floors and tables must be immediately cleaned using minimal amounts of water and cleaning products.
- e. Any damage, dirt or staining should be reported to EDC as soon as reasonably practicable.
- f. Hirers acknowledge that the Hut is in a residential area and therefore must act reasonably to keep noise nuisance to a minimum especially if functions involve live music and or amplified sound. All events (including cleaning time) must end by midnight.
- g. The grass area forming Liddell Park is to be used solely at the Hirers own risk.
- h. To avoid nuisance to residents the entry into and exit from the Hut should be carried out as quickly and as quietly as possible.
- i. All incidents and accidents must be reported on the Incident Log Book kept within the Hut and notification provided to EDC.

### 10. Fire, Health and Safety

- a. The Hirer must ensure compliance with all regulations issued by EDC and Local Authorities pertaining to fire, health and safety during the period of the hire.
- b. The Hirer must make themselves aware of the location of the first aid kit and fire extinguishers and how to evacuate the Hut including any disabled persons.
- c. In the event of a fire the Hirer must ensure that the building is completely evacuated (including checking the toilets). Telephone the fire brigade or ask someone to do it on your behalf. Do not take any unnecessary risks. EDC should be informed as soon as possible in the event of an emergency.
- d. All exits within the Hut must be kept free from obstructions to enable quick and easy evacuation.
- e. The front door is an emergency exit and must not be locked whilst the building is occupied.
- f. Highly flammable or explosive substances shall not be brought into or used in any part of the Hut.
- g. No fittings, electrical circuits, central heating units may be moved, changed or interfered with.

- h. The only candles permitted in the Hut are tea lights in appropriate holders which must not be left unattended.
- i. Additional heating appliances must not be used on the premises without the consent of EDC.

### 11. Liability, Loss or Damage of Property

- a. Hirers will be held responsible for any damage to the Hut, its furniture and fittings, accessories and surrounds. Any damage must be reported and made good at the expense of the Hirer to the full satisfaction of EDC.
- b. Any loss or damage to the Hut or Hut property during the hire period, or requirement for additional cleaning following any hire period, may result in the forfeit of the deposit and or a claim against the Hirer for repair or replacement or cleaning costs.
- c. EDC does not accept liability or responsibility for damage or loss of any property which is not part of the Hut property.
- d. The Hirer shall indemnify EDC from and against all actions, claims, expenses, proceedings and demands whatsoever arising out of the use of the Hut whether in respect of personal injury (including death) or otherwise, except to the extent that any such action or claim arises out of negligence or wrongful acts of EDC.

### 12. EDC Rights

- a. EDC reserves the right of entry to the Hut at any time.
- b. EDC reserves the right to alter deposits, hire rates and terms and conditions without prior notice.