

# Aviemore & Vicinity Community Council Village Green and Equipment Booking Terms and Conditions

## Village Green Booking - Terms & Conditions

- Your event must follow all Scottish Government regulations and guidelines in force at the time, for example Covid guidelines.
- Public liability insurance.
  - To satisfy the requirements of our insurers, we have to check that all organisations and participants in the event, including for example stall holders, have public liability insurance.
  - You must collect copies of the public liability insurance certificates for all event participants and send them to us. We will not act as a collection point or enter into correspondence with anybody other than the main organiser of the event.
  - If you are unable to provide all of the certificates that we require, you must let us know and we will discuss the options with you.
- Risk assessment.
  - A risk assessment must be carried out for all events. We will send you a risk assessment template for completion and return.
  - For your guidance we will also send you an example of a risk assessment that has been completed, and you may modify or add to this according to the circumstances of your event.
- Booking.
  - Booking applications should be submitted at least one month in advance, and no more than twelve months in advance.
  - In addition to any other cost that may be payable, a returnable deposit is charged at the time of booking. This will be refunded if we judge that the site has been left in a clean and tidy state.
  - All booking charges are payable in full when the booking is confirmed.
- Cancellation.
  - Cancellation of bookings may incur a charge from £0 up to the full booking charge, depending on how far in advance of the event the cancellation is made.
  - If the booking has to be cancelled at short notice due to severe weather warnings (see AVCC risk assessment form) then your deposit and any hire charges will be refunded.

If you are unsure about any aspect of the above, please send an email to [aviemorecc.bookings@gmail.com](mailto:aviemorecc.bookings@gmail.com) for further guidance.

# Equipment Hire - Terms & Conditions

## General

- Aviemore & Vicinity Community Council, the owner, will hire the equipment to the hiring organisation on the Terms and Conditions of this agreement.
- The equipment will be hired out for the period stated on the Booking Form unless extended by mutual consent.
- Any amendment to the requirement must be notified in writing or by email.

## Collection and Delivery of Equipment

- The hirer must arrange a mutually convenient time to collect the equipment on the first day of the hire period and return it on the last day of the hire period.
- If the equipment is not returned by the agreed date, we may view the belated return as an extension of the hire and invoice accordingly.

## Title and Risk

- Title and all rights to the equipment shall at all times remain with the owner of the equipment.
- Risk of any loss or damage to the equipment will become the responsibility of the hiring organisation upon it leaving the owner's possession and will not revert back to the owner until the equipment is returned.

## Owner's Obligations

- The owner will ensure that the equipment is fit for purpose prior to collection.
- Provide the hiring organisation with operating instructions as appropriate.  
**The operator's manual for the PA system is included in the box.**  
**For instructions for erecting a marquee see**  
<https://youtu.be/KpySyzgVCwo>

## The Hiring Organisation's Obligations

- Keep the equipment in its possession and control and ensure that it is secure against loss, damage and theft. If the Public Address system is hired then it should be removed to a secure location when not in use.
- Operate the equipment in accordance with any operating instructions provided for it and for the purpose it was designed.
- Ensure that the equipment is used by an appropriately informed person.
- The equipment must be appropriately cleaned following the hire period by the hiring organisation.
- Keep the equipment in good working order, fair wear and tear excepted.
- Ensure that any identification marks or labels on the equipment are not removed, defaced, amended or obscured, including those which identify that the equipment belongs to the owner.
- The equipment must not be modified.

## Loss, damage, or poor condition

- We will try to ensure that equipment is in good condition at the time of hire. Nevertheless, the hiring organisation is responsible for inspecting it at the time of handover to ensure that it is complete and without obvious defects.
- In the event of the equipment being lost, damaged, or returned in poor condition, the hiring organisation agrees to pay the cost of repair or the replacement cost or the cost of cleaning/refurbishment.
- If the equipment is damaged or lost, you must inform us before taking any action such as replacement or repair. If you undertake a replacement or repair without informing us, we may decide that you have not properly discharged your responsibility in this regard and insist on further action on your part.
- In the case of damage, we will decide whether an acceptable repair can be made.
- If in our judgement, a repair would not restore the equipment to its condition at the time of hire, we may require you to replace the damaged equipment.
- In the case of loss or irreparable damage, we will specify the make and model of the replacement item to ensure that it is either a direct replacement or if that is not possible, the nearest match that can be obtained.
- If the equipment is returned in poor condition, we may require the hiring organisation to clean or refurbish it to the condition it was in at the time of hire. Alternatively, we may undertake the cleaning or refurbishment and invoice the hiring organisation for the cost.
- The hiring organisation may wish to take out insurance to cover any loss.

## Inventory of Equipment

<b>Equipment</b>	<b>Indicative Replacement Cost</b>
Compact PA system	£400
Metal case x 1 (used for cables and mics)	£69
Stand for PA system	£70
Speaker stands x 2	£40 each
Speaker power cables x 2 (5m)	£8 each
Microphones x 4	£99 each
Microphone stands x 4	£29 each
Microphones stands bag	£12
Microphones cables x 4 (6m)	£10 each
Microphone bags x 4	£10 each
iPod cable	£7
Mono cables x 3 (6m)	£6 each
4-way Plug board surge protector x 2 (10m)	£22 each
Galatent marquees x 4 (3m x 4m)	£400 each + £10 p&p
Ratchet tie down kit set of 2	£14.50 + £10 p&p
Spare parts eg corners, poles	£5 to £20 + £10 p&p
Canopy side + end walls	£90 to £216 + £10 p&p

The indicative replacement cost is for information only. If a replacement is needed, the hirer will be required to pay the actual replacement cost which could be substantially higher.