

Cecil Memorial Hall Cranborne 2024

Registered Charity No: 1211517

(Cranborne Village Hall)

User Terms and Conditions

Summary

Hirers are responsible for:

- Agreeing to Terms and Conditions of hire, reading and accepting GDPR policy, reading Safeguarding and Health and Safety policies, reading and understanding Health and Safety instructions and complying with licensing and all other legal requirements;
- Ensuring they have hired the facilities they require for a period adequate for setting up their event and for clearing up and closing the hall afterwards;
- Providing a deposit against breakages or incomplete clear up, that upon agreement after the event will be returned;
- Supervising the event for which they have hired the hall;
- Using the facility strictly for the purpose of the agreed hire;
- Confining the event to areas of the village hall hired and no other, even if accessible;
- Maintaining appropriate standards of hygiene while catering (Cranborne Village Hall accepts no responsibility for any illness or death resulting from the consumption of food prepared on the premises or from food brought onto the premises for consumption therein).
- Ensuring no candles or naked flames of any description, no pan or deep fat fryers and no smoking in the building (smoking only allowed in designated area - terrace outside main hall), and any electrical equipment they bring on site is tested and safe;
- Providing their own tea towels;
- Parking responsibly with regard to residents' and emergency vehicle access and highway regulations;
- Ensuring the facility is left in a clean and tidy condition ready for the next hirer, with all washing up done, kitchen equipment replaced, toilets checked and floors swept and mopped where appropriate;
- Removing all refuse and recycling from the hall premises at the end of the hire period;
- Minimising disruption and nuisance to the neighbours of the village hall facility, particularly in relation to late evening events, ensuring all guests leave in an orderly fashion;
- Ensuring the facility is left secure and locked after use, doors closed and lights switched off.
- Commercial hirers and contractors must have their own public liability insurance.

Cranborne Village Hall will make all reasonable efforts to:

- Ensure the facility is available as agreed at the times agreed;
- Meet first time or ad-hoc hirers at the hall to explain the facilities and Safety Instructions;
- Ensure the facility is maintained in a clean and a usable condition.

The Bookings Administrator

- Working on behalf of the Cecil Memorial Hall Cranborne 2024 Management Committee the Bookings Administrator is the main point of contact for bookings in the facility.
- On a day to day basis the Bookings Administrator will manage bookings and key access for hall hirers and will approve or decline booking requests as appropriate.

Bookings Administrator Dorothy Lane hello@cranbornevillagehall.org.uk 01725 517569

Standard Conditions of Hire

If you are in any doubt as to the meaning of any of the conditions, you must seek clarification from us without delay.

Parties to the Agreement

Cecil Memorial Hall Cranborne 2024 (Cranborne Village Hall) is referred to as "we"; "our" is to be construed accordingly and "we" and "us" mean and include the Village Hall's charity trustees, employees, volunteers, agents and invitees

The Hirer is referred to as "you"; and "your" is to be construed accordingly; "you" also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees

Where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Bookings Administrator or, if the Bookings Administrator is not available, any of our charity trustees.

You agree with us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with the Hire Agreement.

We and you hereby agree that the Standard Conditions of Hire, together with any additional conditions imposed under the Premises Licence or that we deem necessary, form part of the terms of the Hire Agreement unless we and you agree in writing.

None of the provisions of the Hire Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to the Agreement.

Deposit

You must pay as a deposit the sum agreed with the Bookings Administrator.

We will refund the deposit within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents, the premises have been left clean and tidy for the next users, and no complaints have been made to us about noise or other disturbance during the period of the hiring as a result of the hiring.

Payment

You must pay the hiring charge agreed with the Bookings Administrator. Payment of the hire charge and the deposit secure the booking.

Age

The Hirer (or a suitably appointed person by the hirer), not being a person under 18 years of age (25 if the hire is for a party with music and/or alcohol), hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

Supervision

During the period of the hiring, you are responsible for:

1. supervision of the premises, the fabric and the contents;
2. care of the premises, safety from damage however slight or change of any sort; and
3. the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. Parking in the Hall grounds is limited to vehicles only for use of deliveries or organisers, taking care that access is maintained for the Fire Service at all times as well as clear egress by the public in emergencies. Please park in the delineated spaces in the Water Street Car Park. Additional on-street parking is up the hill towards the Middle School.

As directed by us, you must make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

Use of premises

You must not use the premises for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or immoral or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

Main Hall Floor

The Hirer shall ensure that any of their activities will not accelerate the deterioration of the wooden floor, including the following measures:-

- Play sand and planting soil is only to be used outside
- Lift chairs and tables over the floor, do not drag them
- Use the bar area mat(s) for all events where alcohol is being served
- No stilettos, spiked shoes or boots on the wooden floor
- Only suitable sports and dance shoes to be worn for all sporting/dance activities
- No water products, bubble machines, or similar damaging substances are to be employed
- Any spillage of water is to be mopped up immediately and the floor left dry

Use of Special Hall Equipment

The Hirer must seek permission from the Committee / Bookings Administrator to use the following equipment which is kept locked and/or requires the technical assistance of the Bookings Team to move into position:-

Stage Extension Blocks These must present only be used to extend the stage, ie for "the purpose intended".

Piano The Piano must be locked away in its designated housing when not in use.

Function Tableware (Items not stored in the Kitchen). These items are also locked away whilst not hired.

Stage Lighting - Any group or persons wishing to use the Hall stage lights and associated equipment must in the first instance apply for permission in writing to the Committee / Bookings Administrator, and must be able to prove the competence of their installers / operators.

Large TV screen

End of hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise; all furniture and equipment properly stored; any contents temporarily removed from their usual positions properly replaced and all rubbish removed, otherwise we may make an additional charge.

Cleaning The Hirer shall be responsible for sweeping the hall floor with the equipment provided and cleaning the kitchen and moping its floor thoroughly.

Furniture and crockery Chairs and tables are to be stacked in the appropriate places after they have been wiped clean. All crockery and cutlery must be returned clean and dry.

Heating and electrics The Hirer is responsible for turning off all internal and external lights, and turning down the heating thermostats to the appropriate seasonal level on leaving the premises - (see notice board). All electrical equipment should be switched off and/or unplugged (apart from the kitchen fridges and freezers). Failure to do so shall incur additional charges for electricity costs. The dishwasher is to be left clean and empty of water per instructions on the wall.

Occupancy

You agree not to exceed the maximum permitted number of people per room including the organisers/performers as specified below:

- Main hall: 278 (*248) standing, 139 (*124) auditorium seating, 92 (*82) exhibition or seated at tables (* with 2m stage extension in place)
- Committee room: 46 standing, 23 auditorium seating, 15 exhibition or seated at tables

Licence

We have a Premises Licence authorising entertainment and the sale of alcohol. You hereby acknowledge receipt of a copy of the conditions of the Premises Licence and/or Operating Schedule for the premises, in accordance with which the hiring must be undertaken, and agree to apply with all obligations therein. If we believe that a Temporary Event Notice (TEN) would be in our best interests for this hiring, we can require you to give notice of a TEN.

Storage of alcohol

The Hirer may not store alcohol on the premises at any other times other than during the Hirer's specific single period of hire. Alcohol must not be stored in the Hall overnight. The Hall is not licensed or insured to permit this.

Insurance and indemnity

You are liable for:

- a. costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents
- b. costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our WiFi service
- c. all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service, and
- d. all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service, and subject to (e) below, you must indemnify us against such liabilities.
- e. We will take out adequate insurance to insure the liabilities described in sub-clauses (a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:
 - a. any insurance excess incurred and
 - b. the difference between the amount of the liability and the monies we receive under the insurance policy.

Where we do not insure the liabilities described in sub-clauses (c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Hall Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

Music Copyright licensing

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

Safeguarding children, young people and adults at risk

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire risk assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Secretary.

You acknowledge that you have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Importance of keeping roadways clear for Fire Brigade and other emergency service access including both sides of Water Street on either side of the River Crane.
- Location of the first aid box.
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In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked and panic bolts are in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no fire-hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises. **All amplified sound noise must finish at 23:00 (11pm).**

Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- (i) no one attending the event consumes excessive amounts of alcohol
- (ii) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

Food, health and hygiene

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are/are not (delete as appropriate) provided with a refrigerator and thermometer.

Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are PAT tested and in safe, good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided you must make use of it in the interests of public safety.

Stored equipment

We accept no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

1. your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended
2. your failure to dispose of any property brought on to the premises for the purposes of the hiring.

Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so only outside in the main hall terrace area and disposes of cigarette ends, matches etc. in the ashtray provided, so as not to cause a fire.

Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Bookings Administrator will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

Explosives and flammable substances

You must ensure that:

1. Highly flammable substances are not brought into, or used in any part of the premises.
2. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.
3. No candles or other naked flames, no deep fat or pan fryers are used.

Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

Animals

You must ensure that no animals except for Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises.

Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

Sale of goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

WiFi Services

When using the WiFi service you agree at all times to be bound by the following provisions:

- (i) not to use the WiFi service for any for the following purposes:
 - a. disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - b. transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
 - c. interfering with any other persons use or enjoyment of the WiFi service; or

- d. making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
- (ii) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

Termination of the WiFi service

We have the right to suspend or terminate our WiFi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (i) if you use any equipment which is defective or illegal;
- (ii) if you cause any technical or other problems to our WiFi service;
- (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;
- (iv) if you resell access to our WiFi service; or
- (v) if you use our WiFi service in contravention of the terms of these Standard Conditions.

Availability of WiFi Services

- (i) Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.
- (ii) It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the main hall.
- (iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WiFi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

Privacy and Data Protection

- (i) We may collect and store personal data through your use of our WiFi service.
- (ii) We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the WiFi service.
- (iii) By using our WiFi service, you agree to the terms of this clause. If you would like more information or object to anything in these conditions, you should speak to the Bookings Administrator.
- (iv) When using the WiFi service the Hirer agrees at all times to be bound by the following provisions:
 - a) not to use the WiFi service for any for the following purposes:
 - (i) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - (ii) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
 - (iii) interfering with any other persons use or enjoyment of the WiFi service; and
 - (iv) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner
 - b) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

Cancellation

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, retain the deposit or require payment of the hire fee.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (iii) the premises becoming unfit for your intended use;
- (iv) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

No alterations

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.