



Terms & Conditions of Hire – Carnforth Civic Hall & Crag Bank Village Hall. (effective from 01/09/2021, subject to change without prior notice)

Preamble: It is important when you hire or use our venues that you read and understand these Conditions of Hire as your booking acceptance constitutes your agreement to these T's & C's. As the terms and conditions are part of the agreement to hire the property, they apply in all cases and to all hall users, whether hirers have formally agreed to them or not. The T's & C's are part of an agreement between Carnforth Town Council (CTC), the operators of the property, and the hirer, who may be an individual or an organisation represented by an authorised person. The terms and conditions are based on the model booking agreement for Village Halls produced by the *Association for Communities in Rural England* (ACRE). The terms and conditions should be read in conjunction with:

- The schedule of charges which provides details of charges for hire, the use of hall equipment, invoicing and cancelling a booking;
- CTC policies on Health and Safety; Equal Opportunities; Environment; and Child/Vulnerable Adult Protection which are available on the CTC website;
- The User's Guide for each venue, which includes detailed rules and guidance supplementing these terms and conditions. Copies of all these documents are also available on the CTC website.

All the conditions, plus any special conditions imposed at the time of booking, apply unless specifically excluded when making the booking and with the prior approval of CTC. It is the responsibility of the hirer to read and understand these conditions prior to completing a booking.

Once a booking has been made and a hirer receives an automated booking confirmation communication, CTC will assume that the hirer will abide by them and will ensure that those who use the hall in conjunction with their booking act in accordance with them. CTC will assume that anyone signing on behalf of an organisation is duly authorised to do so.

Charges: Charges for all bookings can be found on CTC's online booking system. Bookings are charged individually in accordance with the schedule of charges, with any special discounts or other provisions. As well as charges for the use of our venues and their facilities, there may be additional charges for use of equipment. These are all shown on the booking system and/or confirmed when a pro-forma invoice is issued as confirmation of the booking.

Payment is required in full by direct transfer (BACS) or debit/credit card before an booking/event takes place, as set out in the schedule of charges.

Security/damage deposits may be required in some circumstances as set out in the schedule of charges.

Returnable deposits will be returned after the date of hire (or after the last date of hire), less any deductions, with a credit note if required.

Once the booking confirmation has been accepted and all hire fees paid, the hall (or part of the hall) will not be hired out to any other user at that time without the prior agreement of the hirer. If a provisional booking has been made and subsequently not confirmed the slot may be taken by someone else.



All hirers will be responsible to pay for any damage / breakages whether accidental or caused by vandalism including the cost of re-decoration or replacement of assets if repairs are uneconomical.

Cancellations by the hirer and cancellation charges: Cancellation rules and charges are set out in the schedule of charges.

CTC will be reasonably flexible in relation to modifications, postponements and cancellations; however CTC reserves the right to charge cancellation fees in accordance with the rules specified.

Cancellations by CTC: CTC reserves the right to cancel a booking by written notice in the following circumstances:

- The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- CTC reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements unlawful or unsuitable activities will take place at the premises as a result of the hiring;
- The premises becoming unfit for the use intended by the hirer;
- 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 the hirer shall be entitled to a refund of any fees already paid, however CTC shall not be liable to the hirer for any resulting direct or indirect loss or damages whatsoever.

Access to the hall/time periods of hire: Bookings relate only to the specific rooms and times that were requested at the point of booking by the hirer. Hire periods will be in 15-minute units starting and finishing on the quarter hour. Hire periods must be long enough to allow for any setting up of and putting away/dismantling of any furniture/equipment. Hire periods of an hour or more are allowed 15 minutes before and 15 minutes after to allow for setting up/arrivals and dismantling / departures. It is stressed that if more time is needed for setting up / dismantling this must be covered in the original booking. Additional time spent outside of any booking will be subject to the appropriate charge.

Access to Crag Bank Village Hall is controlled by CTC's automated access system. Hirers will be issued with either an access fob or PIN number to enter the property. The specific detail will be agreed at the point of booking confirmation. Access fobs and PIN numbers for Crag Bank Village Hall are time specific and will not allow access outside the times for which bookings have been confirmed. Any extra use (when already in the property) is automatically logged and will be charged for unless there are extenuating circumstances (This will be referred to the discretion of CTC and their management committees).

Access fobs remain the property of CTC and must be returned upon request. Failure to return a fob within 10 working days of a request will result in a penalty charge of £25.

Access to Carnforth Civic Hall is controlled by the Civic Hall Manager who lives on the premises

Use of premises and supervision: The hirer (or his/her authorised representative) must be present during the period of hire and ensure that terms and conditions are observed. Users of the hall must always be responsible and respect the accommodation, its facilities and equipment.



The hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and 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.

The hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition; utensils and equipment put away; lights, taps, equipment etc all turned off; the rooms they have used and where appropriate the building itself secured unless directed otherwise; and any contents temporarily removed from their usual positions properly replaced.

If the hirer fails to meet this requirement CTC shall be at liberty to make an additional charge to cover any reasonable costs incurred. The basic rule is that the room and facilities should be left as they were found.

The hirer shall 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.

The hirer shall not use the premises for any purpose other than that described in the booking confirmation; shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way; nor do anything or bring onto the premises anything which may endanger the premises.

The hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries or the consumption of alcohol unless a license is sought upon request from CTC as part of the booking or by the hirer. The performance of plays, the exhibition of films, indoor sporting events, the performance of live music, the playing of recorded music, the performance of dance, or any entertainment of a similar description to the above. Provisions are set out in the User's Guide for each venue. Acceptance of these terms and conditions involves conforming to these provisions.

If a hirer is playing recorded music as part of an event for which a fee is charged (for example an exercise class) the hirer may need to have their own PRS licence. (This is not provided by CTC). If other licences are required in respect of any activity at either venue, the hirer should ensure that they hold the relevant licence.

Policies: All users must be familiar with and observe the policies of CTC relating to but not limited to Health and Safety; Equal Opportunities; Environment; and Protection of Children and Vulnerable Adults. Copies of these are available on the CTC website.

Any hirer or user of the hall where Children and/or Vulnerable Adults are involved must have appropriate policies/procedures and all appropriate insurance and child management protocols in place as directed by the appropriate authorities and must ensure that these are observed when using the Hall.

Fire: All hirers must make themselves, and any individuals using the premises as part of their hire, aware of emergency escape routes and fire alarm procedures as detailed on the Health & Safety notice board in the hall reception lobby.

No Alterations: No alterations or additions may be made to the premises nor may any fixtures be installed, no placards, signage (internally and externally) decorations or other articles be attached in any way to any part of the premises without the prior written approval of CTC.



Any such items that are installed will be removed and the hirer charged to make good the fabric of the property upon removal of the said item. Any alteration, fixture or fitting or attachment so approved may, at the discretion of CTC, remain in the premises at the end of the hiring. It will become the property of CTC unless removed by the hirer who must make good, to the satisfaction of CTC, any damage caused to the premises by such removal.

No Rights: The hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the hirer.

No interference with the activities of other Hall users: Any use must be conducted in such a way that it does not unreasonably interfere with the activities of other Hall users by way of noise, disturbance or otherwise. All hirers must consider that the venues are in a residential area and all efforts must be made to minimise noise and disturbance to neighbours of both Halls.

Contacts:

All bookings, payments and administration: Clerk & Proper Officer, Bob Bailey,

Carnforth Town Council 46-48 Market Street Carnforth, Lancashire, LA5 9LB

Telephone: 07845 256006

Email: clerk@carnforhtowncouncil.org

Maintenance & Cleaning: Carnforth Civic Hall: Rik Marsden; Telephone 07858 769524

Email: rik.marsden@carnforhtowncouncil.org

Crag Bank Village Hall Linda Marsden; Telephone: 01524 732197

Email: linda.marsden@carnforhtowncouncil.org

COVID-19: All parties acknowledge the ongoing COVID-19 crisis in the UK and accept their obligation to comply with any official guidance from UK Government. The parties agree to communicate without delay any issues they may have in performing their obligations under these terms and conditions.

The hirer acknowledges that COVID-19 may require to take one or more of the following measures for the safety of staff and hirers / delegates attending the event to which this booking relates:

- impose maximum delegate numbers at the event;
- limit food or drink availability;
- impose specific requirements regarding personal protective equipment such as the wearing of masks;
- limit any planned entertainment for your event;
- designate alternative entrance and exit routes.

If CTC is obliged, due to specific Government restrictions, to close the venue, CTC may offer the hirer an alternative date for the event but if that cannot be agreed the booking will be deemed cancelled and hire fee will be returned in full

CTC monitors government guidelines continuously and will update hirers regularly. A Covid19 risk assessment for each venue is available on CTC's website.