

Crail Community Partnership (CCP) Booking Conditions – October 2022 (“Booking Conditions”)

When booking Crail Community Main Hall and/or Small Hall (each a “Venue”)

- 1.1. Each prospective lessee of a Venue (“**Lessee**”) shall complete a Booking Form, a paper copy of which accompanies the copy of these Booking Conditions provided to the Lessee or, alternatively, an electronic copy of which can be found here <https://www.crailcommunityhall.co.uk/hall-hire>. Once the Booking Information has been completed, the Booking Form should be returned to the Booking Secretary at:

Crail Community Hall
St Andrews Road
Crail KY10 3UH

Email: crailcommunityhall@gmail.com
Tel: 07496 860831

Regular users need only fill in once, but all dates must be provided on the form. All Lessees must be aged 18 years or over.

- 1.2. The Booking Secretary will review the Booking Form once completed and, if approved, return a copy of the Booking Form to the Lessee signed and dated for CCP. If the Lessee agrees to the Charges and the conditions contained in the Booking Form the Lessee should sign and date the Booking Form and return it to the Booking Secretary and the Booking Form together with these Booking Conditions will form the contract between CCP and the Lessee.
- 1.3. Casual lets such as parties, weddings, one-off meetings and events (herein referred to as “**Commercial Lets**”), will be sent an invoice following signature by the Lessee of the Booking Form. This should be paid in full at least 14 days prior to the date of the event. Regular bookings for community events (herein referred to as “**Community Lets**”) will be charged at the subsidised rates set out in the Crail Community Hall website (‘www.crailcommunityhall.co.uk’) (the “**Website**”) and the Lessee shall be sent an invoice at the end of each month and payment will be due within 7 days of the date of issue.
- 1.4. All payments are to be made by Bank Transfer to CCP’s bank account (payment details will be sent with each invoice). Cash payments will not be accepted.
- 1.5. The Lessee and his/her affiliates will typically be allowed to access the room(s) or building 15 minutes either side of the times of hire for no additional charge. Any further time required for preparation, setting up or dismantling the event will incur an additional charge to be agreed in advance between the Lessee and CCP.
- 1.6. CCP reserves the right to refuse any booking application.

The Event

- 2.1. The capacity attendance numbers allowed at each type of event in each Venue are detailed on the Website. Attendance numbers will be set out in the Booking Form. Capacity attendance numbers are in line with fire regulations and, in the interests of the attendees’ safety, must be adhered to.
- 2.2. Organisers of events catering for persons under the age of 21 will make adequate arrangements for responsible adults to be in charge throughout the event.
- 2.3. Should the Lessee propose to serve alcohol at an event, the Lessee will require the licensee (“**Licensee**”) to submit an application to the Clerk of the Licensing Board for a special licence. The Licensee must do this at least SIX WEEKS before the date of the event. The Lessee will need to provide a copy of the licence to CCP prior to the event. All licensed bars and catering shall finish at least half an hour before the end of the event. All stock and equipment must be removed within an hour of the event finishing. If it is necessary to leave items in the premises

they shall be stored as per CCP's instructions and at the Lessee's risk. The items must be uplifted as soon as practicable.

- 2.4 To comply with Fife Council's Entertainment Licence all music must stop at 11:30pm therefore the Licensee would be advised to close the Bar at 11:00pm. The Band/DJ can announce this at 10:45pm.
- 2.5 A BYOB event does not require a licence but CCP must be advised in advance of any such event.
- 2.6 Anyone found to have used or allowed the use of drugs or any other banned substance will be reported to the police.
- 2.7 The Lessee shall make himself/herself familiar with the Hirer's Information Pack containing policies and procedures, which will be emailed to the Lessee in advance of the event. If the Lessee has any question relating to the Hirer's Information Pack the Lessee shall raise these with the Booking Secretary in advance of the Event. This will ensure that the Venue is safe for the attendees and left in the same condition as prior to the event. It is the Lessee's responsibility to ensure that all attendees at the event are informed of the Venue rules as well as what to do in event of a fire or accident.
- 2.8 The Lessee is responsible for ensuring that any potential risks associated with an activity are assessed. Where any risk is identified, the Lessee must ensure he/she takes appropriate action to eliminate or reduce the risk. If CCP considers any event to be high risk, the Lessee will be required to come in and perform a Risk Assessment with the building Supervisor. If the Lessee has any concerns with an event it is the responsibility of the Lessee to bring these to the attention of CCP. Any hire involving inflatable equipment is considered high risk and cannot be confirmed until all relevant documents and agreements are in place.
- 2.9 CCP will be entitled to recover all charges from the Lessee on behalf of the Performing Rights Society/Phonographic Performances Ltd and the Lessee will indemnify CCP for any such charges paid by CCP on the Lessee's behalf.
- 2.10 Prior to the start of any event, the Lessee will be made aware of the fire extinguisher points and fire exits. It is then the duty of the Lessee to pass this information on to the attendees at the start of the event.
- 2.11 The Lessee shall ensure that a fire safety briefing is read out at the start of the event.
- 2.12 CCP shall not be responsible for any loss suffered by the Lessee or any third party due to any circumstances whatsoever, whether or not caused by negligence on the part of CCP, which may cause the Venue to be closed or the hiring thereof to be interrupted, postponed, cancelled or adversely affected in any way.
- 2.13 CCP shall not be liable for any loss or damage to property situated in or around the Venue, belonging to the Lessee, the attendees or third parties, or for any loss, damage, injury or death arising as a result of any activity or activities carried out in, or around the subjects by the Lessee, the attendees or third parties. The Lessee shall indemnify CCP in respect of any such claims for the loss, damage, injury or death.
- 2.14 The Lessee shall indemnify CCP against damage to the subjects or fittings, fixtures or equipment therein, caused during the event.
- 2.15 CCP shall at all times be given full access to all parts of the Venue during the period of let and shall have authority to issue instructions to the Lessee in order to ensure compliance with regulations governing any event. The Lessee shall comply with all these said instructions.
- 2.16 The Lessee is required to arrange appropriate insurance to cover loss, theft or damage to its property, Crail Community Hall, CCP's property or members of the public and to cover death or injury to persons in the Venue during the period of hire. It is The Lessee's responsibility to make his/her insurers aware of any changes to activities. The Lessee will provide proof of such

insurance cover if requested by CCP.

Crail Community Hall – Lessee's responsibility

- 3.1 Crail Community Hall is owned by the Crail community through the CCP and managed by volunteers.
- 3.2 The Hall will be provided in a clean and tidy condition. It is the responsibility of the Lessee to see that it is left in the same condition at the end of the let and to use the End of Session Checklist provided in the Hirer's Pack.
- 3.3 Any damage will be the responsibility of the Lessee and will be charged at cost for repair or replacement.
- 3.4 Should any remedial work be required as a result of the hire, the Lessee will be charged the commercial hourly rate for this to be carried out.
- 3.5 Crail Community Hall is a no smoking area. Smoking is strictly forbidden in the premises.
- 3.6 No candles, naked flames or fog machines are permitted. No inflammable or combustible substances shall be allowed within the premises without prior written consent of CCP.
- 3.7 At no time should any fire door be wedged open or blocked.
- 3.8 Anyone or any group found to have tampered with or disconnected a fire alarm/fire fighting equipment will be banned from using the premises in future and the Lessee will be liable to pay for any damage to Crail Community Hall or its equipment.
- 3.9 Nothing will be put on the walls/floors or any equipment used which might contravene fire safety. All electrical appliances brought into Crail Community Hall should have a current Portable Appliance Test (PAT) sticker attached.
- 3.10 No works shall be carried out by the Lessee or any of his/her affiliates, outwith any agreed works set out in the Booking Form, until consultation has taken place with the CCP and the necessary risk assessment carried out.
- 3.11 All events will finish by 12:00 midnight at the latest. All music and bar service is to stop at 11.30 at the latest. The doors will be locked no later than the agreed time for the event. All attendees remaining on premises will be asked to leave at this point. It is the Lessee's responsibility to ensure that there is no disturbance to neighbouring properties.
- 3.12 The Lessee must report any accidents, dangerous occurrences or near misses to CCP as soon as possible after the incident.
- 3.13 The Lessee must arrange for all rubbish created at the event to be removed and it is the Lessee's responsibility to dispose of/recycle this rubbish.
- 3.14 The Lessee shall provide a sufficient number of competent stewards where it is deemed necessary to preserve order both within and outwith the Venue.
- 3.15 The Venue must be cleared by the finishing time stated on the Booking Form and all appropriate equipment, including bar facilities, must be removed promptly. Failure to do so shall result in a management charge of up to £200 per day payable by the Lessee may be applied if this is not adhered to.

Provisions governing Commercial Lets

- 4.1 In the event of cancellation by the Lessee, a late cancellation charge may be levied and that charge will be determined by the length of notice given, as follows:

- (i) within one week - 100% of event cost to be paid by the Lessee; or
 - (ii) within two weeks - 50% of event cost to be paid by the Lessee.
- 4.2 For all Commercial Lets there will be £200 deposit which will be retained as a cleaning/damage deposit which will be returned in full 5 working days after the event, under condition that no damage is reported or cleaning is required. For any Commercial Lets cancelled within the time periods set out in Clause 4.1 above, the deposit may be set off against sums due by the Lessee to CCP as a late cancellation charge. For Commercial Lets cancelled more than two weeks prior to the date of the event, the deposit will be repayable to the Lessee in full.
- 4.3 Certain types of lets, for example those which include discos, live bands and lets of an extraordinary nature, may be subject to additional terms and conditions as the CCP may think fit.
- 4.4 CCP reserves the right to 'stand down' any group, organisation or individual making regular use of the facilities in order to make way for any let CCP deems necessary. In such an event, the Lessee will be offered full repayment of fee paid to CCP for the let, if paid in full, or at the option of CCP, a mutually acceptable alternative date or venue. CCP shall not be liable for any loss whatsoever caused thereby.
- 4.5 Notwithstanding the terms of Clause 3 above, CCP may cancel a booking at any time. In the event, the Lessee shall be entitled to the return of the full amount paid by way of hiring charge. CCP shall not be responsible for loss or expense howsoever incurred by the Lessee or any third party in consequence of such cancellation.
- 4.6 CCP reserves the right to amend all charges without prior notice to the Lessee. An annual review of charges may be implemented on 1st April each year and the new charge shall be applied to all lets occurring thereafter notwithstanding that the booking may have been made prior to the review.
- 4.7 The initial viewing of the hall is free of charge. Included in the hire fee is one viewing of the hall to facilitate any planning requirements. Any further viewings/visits are charged at £25.

Data Protection

- 5.1 Your information is important to us. We will use your data to contact you about your booking. We will not use your data to send you marketing information. We will keep your data for the period of your booking and for twelve months after. We will not share your data with any third party without lawful basis. Your data will be kept securely and only a limited number of staff will have access to it. We will review our policies and procedures regularly to make sure your data is always protected. You can email or write to us to request a copy of CCP's data protection policies.