



HIRING CONDITIONS

Registered Charity Number 233549

Standard Conditions of Hire

The parties to any hiring of Crackington Institute are:

1. The Institute acting by its management committee (“we/us/our”), and
2. An individual hirer, or where the hirer is an organisation, the authorised representative (“you/your”).

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

Where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Institute Booking Secretary (crackingtoninstitute@gmail.com) or telephone 07397 019697

Essential Condition

You, not being a person under 18 years of age, accept responsibility for being in charge and on the premises at all times when the public are present and for ensuring that all Standard Conditions relating to management and supervision of the premises are met.

For sessions involving under 18’s the hirer must be over 25 years.

Contact Information

In case of difficulty, you should telephone Cathy Turner on 07943 646291 (Premises) or 07397 019697 .

Hire Period

Morning	8am – 1pm
Afternoon	1pm – 6pm
Evening	6pm – 11pm

(There can be some flexibility in these session times as agreed with the Booking Secretary.)

Payments

If you are a **one-time hirer**, we will raise an invoice and email to you. Payment in advance.

If you are a **regular user**, we will send monthly invoices.

Payment details will be on the invoice.

Cancellation

Our cancellation policy is as follows:

If the Hirer wishes to cancel the booking before the date of the event the following shall apply:

Cancellation 14 days in advance = full refund given

Cancellation 7-14 days in advance = 50% refund given

Cancellation under 7 days = no refund given.

However, depending on the circumstances the Trustees may choose to waive these conditions.

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

- (i) the hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, or referendum;
- (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 we will refund of any payment already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

Supervision

During the period of the hiring, you will 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 and safety of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements to avoid obstruction of the highway. You will be responsible for ensuring that the entrances to the Institute are not obstructed in any way. 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.

For larger events, hirers must nominate 2 people to act as safety stewards who must make themselves aware of the Fire Procedures which are displayed in the Hall and Blue Room.

Use of Premises

You must not use the premises (including the car park) for any purpose other than that described in the Booking Request and must not sub-let or use the premises or allow the premises to be used for any unlawful 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.

The hirer is responsible for obtaining licenses they may need for copyright and performing rights etc.

We are not insured for inflatables i.e. Bouncy Castles and we will need these to be insured by the company providing them and be given a copy of the relevant insurance.

The Institute does not accept liability for loss or damage to property owned by, in the custody or in the control of the hirer, however caused. Property is left at the Institute at the hirer's risk.

Any damage must be reported to the Institute.

Capacity

The number of people using the Main Hall is restricted to 140 seated or 190 unseated.

Insurance & Indemnity

i) 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 sub-clause (ii), you must indemnify us against such liabilities.

ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)a) and (i)b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)c) and (i)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. iii) Where we do not insure the liabilities described in sub-clauses (i)c) and (i)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 Booking Secretary. If you fail to produce such policy and evidence of cover, we will cancel this booking and re-hire the premises to another hirer.

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

Risk Assessment

Each hirer is responsible for their risk assessment and in respect of regular groups, we would like to keep a copy on file for insurance purposes. Please get in touch if anyone needs help with this.

Money & other Valuables

You should note that there are no facilities (e.g. safe) to secure money or other valuables in the hall. Such items must not be deliberately left or kept on the premises.

Gaming, betting & lotteries

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

Licences

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 for these 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.

If you wish to apply to supply/sell alcohol under the Institute's Premises Licence, you must complete our Application for a Licensed Bar or Stall. Please request this from our Booking Secretary.

You are responsible for obtaining and complying with, any additional licenses for activities not covered by our Premises Licence or the basic PRS/PPL licence we hold for the performance and playing of music. You should note that we do not have a TV licence.

You may only use the premises for “licensable activities” between the hours of 10.00 and 24.00 hours on Monday to Saturday and 10.00 and 22.30 hours on Sunday or as otherwise specified in the Premises Licence unless authorised by Cornwall County Council.

The Institute holds a Joint Music Licence that covers both the performance of live music and the playing of recorded music on the premises. The licence incorporates charges levied by PRS for Music (on behalf of songwriters, composers and publishers) and PPL (on behalf of records companies and performers). However, some music is specifically excluded from the scope of this license, in particular: certain live theatrical performances for which separate licencing may be required, and the playing of recorded music by anyone (or any organisation) hiring the Institute for a commercial purpose (e.g. aerobics or keep fit classes).

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.

Where appropriate, you undertake to comply with the provisions of the Licensing Act 2003 (and any regulations thereunder) and to indemnify us for any obligations thereunder, to notify the Police Authority as required and not to allow the sale of alcohol to those aged under 18 or to those who are drunk or disorderly.

Safeguarding children, young people & 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 per 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).

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 that constitutes “regulated entertainment”, at which alcohol is sold or provided, or which is attended by children.

You must also familiarise yourself with and comply with our health and safety policy and fire procedures. You must ensure that fire exit and escape routes are always kept clear, fire doors are not wedged open, exit signs are illuminated and that no obvious fire hazards are on the premises.

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

Fire Evacuation Plan

You, or your authorised individual, must take responsibility for familiarising yourselves with the layout of the Hall and the position of fire exits and fire extinguishers. You should also familiarise yourself, from the instructions on each fire extinguisher, with how to operate the extinguisher and the purposes for which this extinguisher is to be used.

In the event of a fire, you should follow the Fire Evacuation Plan. This is to ensure that the Institute is evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999.

You or your authorised individual should shout to occupants to evacuate the Hall through the nearest available exit and to congregate at the fire assembly point in the lower car park.

The Institute has no telephone, so you are advised to bring a fully charged mobile telephone for use in case of emergency.

Noise

You must ensure that a minimum amount of noise is made on arrival and departure, particularly late at night and early in the morning.

Drunk & disorderly behaviour & supply of illegal drugs

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. You must ensure that to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour, no one attending the event consumes excessive amounts of alcohol and no illegal drugs are brought onto the premises.

Food, health & hygiene

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

Children should be supervised in the kitchen by a responsible adult.

Electrical Appliance Safety

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used safely per 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

You must not store equipment or related kit belonging to you or your organisation in the hall without our permission. This will normally only be approved for village groups or other 'regular' hirers. Where we authorise you to store equipment you must ensure that it is:

- i) stored neatly in the allocated area of the storeroom (or if appropriate and agreed, in other areas such as the kitchen) and not impinge on other hirers' storage;
- ii) checked regularly to ensure that it cannot cause damage, like sticking wheels to the hall floor, etc; and
- iii) kept to a reasonable minimum, reviewed at least annually, and any surplus items are disposed of.

You must not store inflammable or explosive items in the storeroom.

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.

Smoking & Vaping

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. You must ensure that anyone wishing to smoke or vape does so outside and disposes of cigarette ends, matches, etc. in a tidy and responsible manner, so as not to cause a fire.

Accidents & 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 form. This can be found with the First Aid box which is located on the side in the kitchen.

Explosives & flammable

You must not bring or use any highly flammable substances in any part of the premises and must not erect any internal decorations of a combustible nature (e.g. polystyrene, cotton wool) without our consent.

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 Guide dogs, Hearing dogs and assistance dogs with their owners are allowed on the premises. You should not allow other animals (including birds) to be brought onto the premises without prior permission from the Booking Secretary.

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.

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 always agree to be bound by the following provisions:

Not to use the WiFi for any of 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 materials that constitute 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;

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 if there is a 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;
- (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 services possible, we make no promises that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will always be fault-free or accessible.
- (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 Institute.
- (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 network generally. We may impose usage, or service limits, suspend service or block certain kinds of usage at 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 Act 1998 and solely for the purposes of offering the WiFi service.
- (III) By using our WiFi service you agree to the terms of this. If you would like more information or object to anything in these conditions, you should speak to one of the Trustees of the Crackington Institute.

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 of 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 to any third party.

End of Hire

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

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. At our discretion, any alteration, fixture or fitting or attachment that we have approved may remain on 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.

Please do not stick or pin things to the surfaces.

Faults/Damage/Comments

You are requested to report any faults or damage to the Premises Co-ordinator as soon as possible so that they can be rectified quickly.

We welcome comments or observations that you may have about the hire of the Institute. There is a post box by the entrance if you wish to pop suggestions in there or give us a call or email.

No Rights

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

Appendix 2

Application for a licensed bar to be provided at an event at

Village Hall
(For use only where a Village Hall is licensed for the sale of alcohol)

I hereby apply to:

1. Village Hall Management Committee for
 (insert name of Designated Premises
Supervisor) to provide a licensed bar as detailed below **OR**

2. Village Hall Management Committee for
authorisation of the sale of alcohol under The Legislative Reform (Supervision of Alcohol Sales in Church &
Village Halls) Order 2009 as detailed below:

Date(s)

Time

Description of event

Persons to be authorised to
sell alcohol in accordance
with the Licensing Act 2003

Location	Main Hall	<input type="checkbox"/>
	Small Hall	<input type="checkbox"/>
	Committee Room	<input type="checkbox"/>
	Kitchen	<input type="checkbox"/>
	Entrance Hall	<input type="checkbox"/>
	Garden	<input type="checkbox"/>

Signed by the person named at 2.3 (a) or 2.3 (c) of the Hiring Agreement overleaf (duly authorised on behalf of
the organisation named at 2.3 (b), where applicable):

Name

Signature

I/We hereby agree to provide a bar for the event described above on the date(s), at the time(s) and in the
location(s) specified above or authorise the persons named above to sell alcohol at the event described above,
on the date(s), at the time(s) and in the location(s) specified above (delete as appropriate).

Signed by the Designated Premises Supervisor or Village Hall Management Committee as appropriate:

Name

Signature