

Terms and Conditions of Hire and Use of Social Club

(to be applied from 1st May 2017)

1. DEFINITIONS

‘The Board’ is any designated member of the Board of Directors of the Dornoch and District Community Association. ‘The Hirer’ is the person responsible for all aspects of the booking.

2. QUESTIONS/CONCERNS

If you have any queries or concerns, contact the Booking Secretary Kim Tewnion 07971-482287 or Carol Mackay on 07708-767832 or Dave Gibson on 07713-985550.

3. RESPONSIBILITY

The Hirer is responsible for booking the Hall and for making payment and during their booked time for:

- a) making sure that rules, times and any other conditions of their booking are observed
- b) leaving the premises clean and tidy for the next user and replacing chairs & tables if they have been moved.
- c) reporting and making good any breakages or damage
- d) to save energy when heating is on, keeping doors and windows closed as much as possible during the booking.

4. PAYMENT & DEPOSIT

Regular users are invoiced in arrears at the end of each calendar month; invoices are due on issue and we are grateful for prompt payment. *Persistent late payment means we may ask you to pay in advance for future bookings.*

For one-off events and business users, payment may be due in advance of the booking.

For some events and functions, you may also be asked for a deposit. You should be told about this when you make your booking.

5. BOOKINGS & CANCELLATIONS

Late cancellations may incur a charge, at the discretion of the Board.

6. DAMAGE

To prevent damage to the hall, the equipment, or yourself, discuss with us when making your booking if you may need to move furniture or equipment and before you attach any notices or decorations to any part of the Hall. Breakages and damages will be billed to hirers at cost.

7. ALCOHOL

To serve alcohol, you will need express permission from the Board. If you are charging admission to your event, you will also need

- a. An Occasional Licence obtainable from Highland Council
http://www.highland.gov.uk/info/1125/licences_permits_and_permissions/339/liquor_licence . Allow 2 months for their reply.
- b. To consult with Police Scotland for their advice
- c. For under 18s:
 - i. To put in place measures to prevent the sale or consumption of alcohol by under 18s.
 - ii. To ensure that water and soft drinks including sugar-free options are available.

- We recommend that all those serving alcohol should have an appropriate ServeWise certificate.
- If you are *not* charging admission, you and/or your guests may “bring your own”, however you are still responsible for ensuring that there is no alcohol consumed by under 18s.
- Raffle prizes, etc, of unopened bottles of alcohol do *not* need a letter of permission.

8. SMOKING ,CHEWING GUM and DRUGS.

No smoking is allowed anywhere in the building and Chewing Gum is banned. Any use of any illegal substance will be immediately reported to the Police and the offender banned from the premises for at least one year.

9. CAPACITY

Admittances to the building must not exceed:

Struie room	50
Main Hall	140
Coffee Room	40
Activity Room	50
Entire Building	250

Under no circumstances may the above numbers be exceeded

10. EVENTS WITH OVER 100 PARTICIPANTS (including organisers/performers/caterers etc)

Any event which wishes to accept more than 100 attendees must have one person who will take full responsibility for all its aspects. This person ('The Hirer') must:

- a. Check the community calendar on <http://www.dadca.org.uk/diary.asp> for available dates.
- b. Book the Club as early as possible even if this is only a provisional booking.
- c. At time of booking:
 - i. Supply his/her full contact details.
 - ii. Inform the Board of the maximum number of participants it wishes to accept.
 - iii. Inform Police Scotland.
- d. At least 2 months before the function:
 - i. Arrange at least 1 named professionally trained adult steward for every 70 participants
 - ii. If alcoholic drink is to be for sale comply with the provisions of Paragraph 5 above ('ALCOHOL'). Particular attention must be made to ensure that no person under 18 shall either buy or consume alcohol on the premises. Particularly anyone under the age of 25 wishing to buy alcohol must be challenged for their ID.
- e. Prior to the day of the function:
 - i. Designate an area for First Aid and appoint a competent First Aider
 - ii. Institute measures to ensure:
 1. That the maximum permitted number is not exceeded. Eg. wristbands, indelible ink stamps.
 2. That there is no under-age drinking
 - iii. Liaise with the Board regarding preparation, supervision and safety arrangements.
 - iv. Obtain Board approval of the Hall lay-out to ensure there is a safe distance between tables, chairs etc. for easy access in event of fire etc.

11. MUSIC AND OTHER NOISE.

Noise levels must not exceed 75 decibels after 11.30pm.

12. HIGHLAND COUNCIL CHILD PROTECTION POLICY

Organisations dealing with children must lodge a copy of their Child Protection Policy with the Bookings Secretary before a booking can be accepted.

13. SANCTIONS

The Rules are intended to promote responsible behaviour by all users of the Hall. The Committee has absolute discretion to act on any breaches of the Rules.

14. DAMAGE

All damage suffered by the building, furniture or furnishings including damage to the floor as a result of the hire, shall be made good at the expense of the Hirer.

15. SUB-LETTING

Sub-letting is not permitted.

16. ACCESS

The Council and their representatives shall be entitled at any time during the Hirer's occupancy to enter and inspect the accommodation leased by him/her.

17. ENTRY

The Hirer will arrange entry with the Board.

18. COMPLAINTS

See DADCA's Complaints Policy.

<http://s3.spanglefish.com/s/3672/documents/keystone/8-policies/dadca-policy-complaints-procedure.pdf>

19. CURRENT CHARGES

Coffee Room	£6 per hour
Main Hall	£12 per hour
Struie Room	£7 per hour
Children's Party	£27.50 paid in advance
Dance/Disco/Ceilidh	£120.00 + deposit £200
Audio Visual System*	£6

*only available to those who undertake a short training session

Functions organised by an Affiliated organisation will be offered preferential rates, which will be those outlined less 20%

The Hirer will provide own table linen.

20. LEGAL DISCLAIMERS

- Vehicles are parked at your own risk. Dornoch and District Community Association does not accept any liability for any loss or damage incurred whilst on the premises.
- Customers are encouraged to remove all valuables from their vehicle and to make sure that their vehicle is secure before leaving their vehicle unattended.
- DADCA advise customers that high levels of noise could damage hearing.
- DADCA advise customers that the Social Club Hall floor surfaces are NOT non slip.
- Personal Injury and Loss or Damage to Property: No liability or responsibility will be accepted by the Management Committee or their representatives for:
 - personal injury which may be suffered by any member of the public, including the lessee and assistants, in attending the function or in connection therewith;

- the loss of, or damage to, personal property;
- the loss of, or damage to, goods or articles of any description brought into the building;
- loss of, or damage to, any articles, goods or property in the custody of the Steward, which will be left entirely at the owner's risk.

APPENDIX

PUBLIC WI-FI ACCESS TERMS AND CONDITIONS

This agreement sets out the terms and conditions on which wireless internet access (the Service) is provided free of charge to you, a guest

Your access to the Service is completely at the discretion of DADCA (Dornoch and District Community Association). Access to the Service may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of this Agreement, actions that may lead to liability for DADCA, disruption of access to other users or networks, and violation of applicable laws or regulations. DADCA reserves the right to monitor and collect information while you are connected to the Service and that the collected information can be used at discretion of DADCA, including sharing the information with any law enforcement agencies.

DADCA may revise this Agreement at any time. You must accept this Agreement each time you use the Service and it is your responsibility to review it for any changes each time.

We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

IF YOU DO NOT AGREE WITH THESE TERMS, INCLUDING CHANGES THERETO, DO NOT ACCESS OR USE THE SERVICE.

1. Disclaimer

You acknowledge

that the Service may not be uninterrupted or error-free;

that your device may be exposed to viruses or other harmful applications through the Service;

that DADCA does not guarantee the security of the Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection;

that DADCA's ability to provide the Service without charge is based on the limited warranty, disclaimer and limitation of liability specified in this Section and it would require a substantial charge if any of these provisions were unenforceable;

that DADCA can at any point block access to Internet Services that they deem violate the acceptable terms of use outlined in 2.1.

The service and any products or services provided on or in connection with the service are provided on an as is, as available basis without warranties of any kind. All warranties, conditions, representations, indemnities and guarantees with respect to the content or service and the operation, capacity, speed, functionality, qualifications, or capabilities of the services, goods or personnel resources provided hereunder, whether express or implied, arising by law, custom, prior oral or written statements by DADCA, or otherwise (including, but not limited to any warranty of satisfactory quality, merchantability, fitness for particular purpose, title and non-infringement) are hereby overridden, excluded and disclaimed.

2. Acceptable Use of the Service

2.1 You must not use the Service to access Internet Services, or send or receive e-mails, which:

2.1.1 are defamatory, threatening, intimidating or which could be classed as harassment;

2.1.2 contain obscene, profane or abusive language or material;

2.1.3 contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);

2.1.4 contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;

2.1.5 contain material which infringe third party's rights (including intellectual property rights);