



Terms and Conditions of Hire

Please return a signed copy of the terms and conditions of hire at the Allendale Community Centre, ensuring that you have fully read and understood all parts of the document.

1. Definitions

In the context of this Hire Contract:

- 1.1. 'ACC' shall mean Allendale Community Centre, registered charity, no. 1202648.
- 1.2. 'The Venue' shall mean the building and grounds at Allendale Community Centre, Hanham Road, Wimborne, Dorset, BH21 1AS.
- 1.3. The Hirer shall mean the person defined on the hire booking form.
- 1.4. A Regular Hirer is determined at the discretion of ACC.
- 1.5. The Premises shall mean the areas, rooms or halls of Allendale Community Centre which the Hirer has requested to hire as detailed on the corresponding booking form.
- 1.6. Allendale Community Centre reserves the right to change or amend these terms and conditions of hire at any time without prior notice.

2. Bookings and Payment

2.1. General Hire

- 2.1.1. Hire times specified on the booking form must include adequate set up time and clearing away time.
- 2.1.2. The Premises must be left in the same condition they were found in. Cleaning equipment can be provided on request.
- 2.1.3. The Hirer shall not sub-let.
- 2.1.4. The Premises hired will only be available to access from the time specified in the specific terms detailed in section 8, in the field 'From' and until the time specified 'To'. If you arrive early, you will not be permitted entry.
- 2.2.5. If the Premises hired is not vacated by the pre-booked time, this may affect other hirers and ACC's operations. Therefore, additional charges will be made as follows:
 - A. Up to 15 minutes: A warning will be given and recorded against any future events.
 - B. Between 15 minutes and 1 hour: A full hour will be charged. Any additional charges will be deducted from the refundable bond as specified in section 2.2.
- 2.1.6. Provisional bookings will be held for 7 days only, from date the completed booking form is received. If a booking form and deposit (full payment if private party) are not received within 7 days, the provisional booking will be removed from the diary without further notice.
- 2.1.7. All booking charges to be made payable to the Allendale Community Centre.
- 2.1.8. A booking deposit must be paid to secure all event booking, except for private party events. Bookings made for private party events must be paid in full on receipt of a booking invoice.
- 2.1.9. Booking deposits will not be refunded in cases of cancellation, other than in exceptional, unavoidable circumstances. The refund of any hire deposit is at the discretion of the management.
- 2.1.10. Booking hire charges will be invoiced in the 6 week prior to the event date, with the exception of Regular Hires, as specified in section 2.3. The invoice must be paid in full at least 28 days prior to the event. If payment is not received, ACC reserves the right to cancel the event without any further notice, as detailed in section 3.

2.2. Refundable Bonds

- 2.2.1. In addition to hire fees, all Hirers for private parties and celebrations will be required to pay a refundable bond which is payable by cash only. This must be paid at least 7 days prior to the event date. This will be used to cover any of the following additional charges incurred during the event:
 - Cleaning costs if the facilities are not left as they were found.
 - Disposal of additional rubbish above and beyond the bins provided.
 - Damage to the facilities.
 - Excess hire time of the facilities over and above pre-booked access times.
 - The event of alcohol brought onto the Venue in accordance with ACC Premises Licence and in contravention of these terms and conditions.

- Any other additional costs incurred by any of the attendees of the event.

A receipt will be provided for the bond payment and a signature required for the return of the bond following the event.

- 2.2.2. The return of a refundable bond is at the discretion of the management. If there are any deductions made, full details of the reason will be provided, along with photographic evidence if appropriate.
- 2.2.3. Hirers will be able to collect their refundable bond from the Reception desk from the first working day after the function/party (Reception is open Monday to Friday 9am – 5pm). Any bonds not collected within 6 months of the event hire will be considered a donation to ACC.

2.3. Regular Hire

- 2.3.1. Regular Hire charges will be invoiced in arrears at the end of each month. Payment must be made within 28 days of the date that the invoice is issued and can be paid by cash, cheque or BACS.
- 2.3.2. ACC reserves the right to move or cancel a Regular Hirer's booking a maximum of six times a year. If this must be enforced, every effort will be made to relocate the regular Hirer to alternative Premises within the Venue or another suitable location within a reasonable distance of the Venue.

3. Cancellation

- 3.1. A minimum notice period of 28 days is required for a cancellation. Cancellations after this time will incur the following charges:
 - a. Over 28 days notice: Loss of booking deposit.
 - b. 14-28 days notice: 100% of hire charge will be payable.
- 3.2. ACC reserves the right to cancel the booking if the Hirer breaks any of the above conditions, including if full payment has not been made by the due date.
- 3.3. ACC will endeavour to honour all bookings, but reserves the right to cancel any booking at its discretion.
- 3.4. Booking deposits will not be refunded by ACC in cases of cancellation, other than in exceptional, unavoidable circumstances beyond the control of ACC, such as circumstances imposed by the government or local authorities.
- 3.5. ACC reserves the right to move or cancel a Regular Hirer's booking a maximum of six times a year. If this must be enforced, every effort will be made to relocate the regular Hirer to alternative Premises within the Venue or another suitable location within a reasonable distance of the Venue.

4. Use of the Premises

4.1. Fire Safety and Capacity

- 4.1.1. A copy of the Venue's fire evacuation procedure has been included as Annex A to these terms and conditions. It is the Hirer's responsibility to ensure that all their users know the location of nearest fire exits and assembly points and, in the event of a fire, that the Venue's procedures are followed. All Hirers must evacuate their event users and attendees immediately if the fire alarm sounds.
- 4.1.2. Fire exits and exit passageways must not be obstructed by any tables, chairs, equipment or other items and must remain clear at all times. The Hirer shall be responsible for preventing overcrowding that may present a danger to the public, and for keeping clear all gangways and fire exits. Fire doors and fire exits must be kept closed and shall not be propped open for any reason.
- 4.1.3. Hazardous or highly flammable substances shall not be brought into or used in any part of the Premises. No internal decorations of combustible nature (e.g. polystyrene or cotton wool) shall be erected without the consent of the ACC's management. The use of fireworks and pyrotechnics is not permitted inside or outside the Venue. Candles and matches are also not permitted.
- 4.1.4. Theatrical smoke machines or any other equipment that may trigger fire alarm sensors are not permitted, unless prior agreement has been provided in writing.
- 4.1.5. No unauthorised heating appliances shall be used on the Premises without the consent of the Hirer. Portable Liquefied Propane Gas (LPG) heating appliances are not permitted.
- 4.1.6. The fire brigade shall be called to any outbreak of fire, however slight, and details thereof shall be provided to a member of staff representing the Hirer as soon as it is safely possible. If the fire alarms are triggered, Hirers and all guests must evacuate the building and in the event of a false alarm caused by the actions of the Hirer, an additional charge may be made to cover expenses incurred by the Venue
- 4.1.7. The Hirer must report all accidents involving injury to the Hirer's guests or members of the public to a member of ACC's staff as soon as possible.
- 4.1.8. Any failure of equipment, either belonging to ACC, the Hirer, or hired from a third party, must be reported as soon as possible.
- 4.1.9. ACC reserves the right to delay or stop the performance at any time on the grounds of public safety.

4.2. Safeguarding and Behaviour

- 4.2.1. The instructions of ACC's staff and those on any signs displayed must be followed. Failure to do so may lead to individuals or groups being removed from the Venue and / or excluded from using the Venue again in future.
- 4.2.2. Abusive, threatening, or violent behaviour towards any member of staff or volunteers of the Hirer will not be tolerated, and the offending person(s) will be asked to leave the Venue immediately. The management reserves the right to shut down immediately any event where the behaviour of those attending fails to adhere to the conditions above. Anyone or any group removed from the Venue for this reason will automatically be excluded from using the Venue again.
- 4.2.3 The Hirer is responsible for their guests at all times whilst at the Venue, and for ensuring that all their guests are compliant with these terms and conditions.
- 4.2.4 In line with the government's Prevent Strategy, any activities that are deemed to be inciting extremist actions or disseminating extremist views will not be permitted and will be reported in line with that guidance and policy.
- 4.2.5 Hirers working with families and children must have safeguarding policies and procedures in place.
- 4.2.6 Risk assessments (of the activity for which the space is hired) are the responsibility of the Hirer and as such, the Hirer needs to be satisfied that the space is safe and fit for purpose.
- 4.2.7 Children (under 18) remain the responsibility of their parents/guardians or chaperones at the Venue and must always be supervised. Please respect the rights of all Venue users and do not allow children to run along passageways.
- 4.2.8. Children (under 18) are not allowed in the Allendale Studio Kitchen.
- 4.2.9. Hirers must not cause annoyance or nuisance to residents, other hirers or adjoining occupiers by the playing of unreasonably loud music or disruptive behaviour. ACC imposes a maximum limit of 90 decibels for the safety and prevention of hearing damage for all users of the Venue and its staff. This limit may only be exceeded with prior agreement from ACC's management in writing.

4.3. Building, Equipment and Property

- 4.3.1. For safety purposes, the side patio area accessed from the Minster Hall and the side emergency exit corridor are out of bounds to all members of the public, except in the event of an emergency.
- 4.3.2 Furniture and fittings shall not be removed or interfered with in any way. If changes are required to be made to the furnishing of a room, please speak to a member of staff.
- 4.3.3. No fittings or decorations of any kind necessitating the use of blue tac or white tac, sticking tape or the driving of nails, pins or screws into fixtures forming part of the Venue's fabric or furniture will be permitted. In the event of any damage to the Venue or property, the Hirer will make good and charge the Hirer the cost of replacement or repair.
- 4.3.4 The Allendale Studio Kitchen is only available for use if its hire has been included on the booking form. It must be left in a clean and satisfactory condition; a supplementary charge will be made against the Hirer if this requirement is not complied with. Hire of the kitchen does not include use of the dishwasher or oven.
- 4.3.5. No equipment of any kind may be removed from the Venue without written permission from ACC's Management.
- 4.3.6. All items brought onto the Venue by the Hirer or their guests must be removed at the end of the booking unless prior arrangements have been made with ACC's Management. ACC bears no responsibility for any items left at the Venue.
- 4.3.7 All electrical equipment brought into the Venue must be appropriately PAT tested within the preceding 12 month period before the event and labelled as such, unless purchased new within the preceding 24 months, for which proof of purchase may be requested instead. Any electrical appliances brought onto the Premises must be in good working order and used in a safe manner. ACC reserves the right to prevent unsafe electrical equipment from being used.
- 4.3.8. Lost or left property will be kept in a secure location for a period of 30 days. If items are not claimed within that period, ACC reserves the right to dispose, sell or give items to charity at the discretion of ACC's management.
- 4.3.9. The Hirer is responsible for all rubbish and waste accumulated during their event from items brought onto the Premises. Bins are provided throughout the Venue for public use. However, all additional rubbish shall be removed from the Premises, and the Hirer remains responsible for its safe and responsible disposal. The Venue's external skips are not for public use, and Hirers may be charged for disposing of rubbish in these skips without prior written agreement from ACC's management.

4.4. Alcohol, Drugs and Smoking

- 4.4.1. No alcoholic beverages shall be brought into the Venue under the terms of the ACC's Premises Licence. Only beverages purchased from ACC may be consumed at the Venue.
- 4.4.2. Alcohol purchased in the Venue may not be removed from or consumed outside of the building, except within the boundary of The Allendale Café's external seated area, and then only during the opening times of The Allendale Café.
- 4.4.3. Anyone believed to be under the age of 25 will be asked for proof of age at the point of purchase. No proof, no drink.
- 4.4.4. Alcohol is not permitted on the stage for any reason without prior permission from ACC's Management in writing.
- 4.4.5. Illegal Drug use is not permitted. Anyone found using, carrying or selling illegal drugs will be removed from the building and reported. ACC maintains a zero-tolerance policy against the use, sale and promotion of all illegal substances.

- 4.4.6. It is illegal to smoke inside the Venue and the use of vapes and e-cigarettes is also not allowed. Smoking is permitted outside of the building at a safe distance but excluding the seating area outside The Allendale Café and any entrance or emergency exit areas. Cigarette ends and disposable vapes must be safely disposed of in the receptacles provided.

5. Regulation & Insurance

5.1. Licensing

- 5.1.1. ACC hold a PRS licence allowing music to be played within the Venue. However, the Hirer's event or activity may require additional PRS or PPL licencing and it remains the Hirer's responsibility to ensure that the correct licensing is in place prior to the event or activity taking place.
- 5.1.2. It is illegal to screen films to public audiences on the Premises without a licence. While ACC has a cinema projection system that can be hired, Hirers are not permitted to show films without prior permission from ACC's Management and the correct licences. It is the responsibility of the Hirer to ensure that the correct licences have been obtained in advance of the event, and a copy must be presented before the booking can be confirmed.
- 5.1.3. The use of televisions, or screening of live television is prohibited.
- 5.1.4. No betting, gaming or lotteries shall take place on the Premises, except those allowed by law. The Hirer shall obtain any licence or certificate required, and provide a copy of such, prior to booking the Premises for such use.

5.2. Regulation

- 5.2.1. All hire enquiries must clearly state the description of the hire on the booking form. Approval for the use of the Venue by political parties and campaign groups shall be determined by the nature of the occasion. Public meetings such as rallies will not be permitted.
- 5.2.2. The Venue shall be used for community purposes only and shall not be used as the Hirer's postal address.
- 5.2.3. No advertising or publicity material will be displayed inside or outside the building without the prior approval of ACC's Management.
- 5.2.4. The Hirer shall not carry out or permit fly posting or any other form of illegal advertisements for any event taking place at the Venue and shall indemnify the ACC against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.
- 5.2.5. Audience data is protected under the Data Protection Act and may only be shared with the Hirer or any other party where audience members have given their explicit written consent for their data to be shared.

5.3. Insurance

- 5.3.1. ACC is insured against any claims arising out of its own negligence but shall not be liable for any loss due to any breakdown of machinery, failure to the supply of electricity, leakage of water, fire, government restrictions or act of nature which may cause the theatre to be closed or the hire to be interrupted or cancelled. ACC shall retain any and all insurance payouts relating to claims made by it relating to the services detailed in these terms and conditions.
- 5.3.2. ACC's Insurance does not cover the Hirer's property and equipment. The Hirer is responsible for having the appropriate insurance for any items brought into the Venue. Items left or stored at the Venue are done so at the Hirer's own risk and ACC takes no responsibility for any loss or damage.
- 5.3.3. Hirers are required to have their own Public Liability Insurance where appropriate and may be asked to present the certificate. Any performers, traders or businesses scheduled by the Hirer as part of the event will also require their own Public Liability Insurance.
- 5.3.4. The Hirer shall be responsible for insurance against any third-party claims which may lie against them or any of their representatives.
- 5.3.5. ACC's Public Liability Insurance certificate is displayed in Reception. However, this does not cover the activities of Hirers for public events.

6. Disputes

- 6.1. In the event of any dispute arising as to the interpretation of these terms and conditions, the decision of Allendale Community Centre's Board of Trustees will be final.

7. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

- 7.1. If you have engaged us in a personal capacity and are not acting on behalf of your trade, business, craft or profession, then you may be entitled to a 14 day cooling off period during which you may cancel the contract if any of the following circumstances apply:

- a. We met with you somewhere other than at our offices, and at that meeting we agreed to a booking.
- b. We met with you somewhere other than at our offices and at that meeting you asked us whether we could give you a booking. At some point after that meeting, we agreed to a booking.
- c. We personally and individually addressed you somewhere other than at our offices and immediately afterwards effected the contract either in our offices or by telephone or email.
- d. We agreed to the booking during an excursion that we organised.

Should you wish to cancel the contract, please do so in writing. A cancellation form is enclosed for your convenience and use. However, if you would like to proceed with the booking within that 14 day period, you must confirm this to us in writing. A commence-booking-early request form is enclosed for your convenience and use.

Please note that if the booking is before the end of the 14 day period, you will be liable to pay us for the booked work done prior to any subsequent cancellation. If you have authorised us to commence work early, your right to cancel is lost if all the booking work and booking is completed before you cancel.

It is agreed that where we act for two or more clients we may (unless written instructions are given to the contrary) accept instructions from one of you on behalf of all of you.

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