



KINOULTON VILLAGE HALL

Registered Charity: 522232

STANDARD CONDITIONS OF HIRE

These standard conditions apply to all hiring the Village Hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary or Booking Clerk should immediately be consulted.

1. **General**

Hirers shall familiarise themselves with these terms and conditions, the 'Hall User Guide' and the arrangements in case of fire or other emergencies. Reference to 'premises' within these conditions of hire means the Village Hall building, car park and grounds; reference to 'Committee' means the Village Hall Management Committee. The Committee's decisions on all matters concerning the hire of the premises shall be final.

2. **Bookings**

In regard to specific bookings for the hire of the Hall:

- a. For any booking of the Village Hall, where the hire fee is in excess of £50, a non-returnable deposit of 50% of the hire fee shall be payable.
- b. If the Hirer wishes to cancel the booking before the date of the event and the Village Hall is unable to conclude a replacement booking, the question of the full payment or the repayment of the hire fee shall be at the discretion of the Village Hall.
- c. The Committee shall have the right to cancel or refuse a booking for good and sufficient reasons, including:
 - i. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
 - ii. the Village Hall Management Committee reasonably considering that (1) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements or (2) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
 - iii. the premises becoming unfit for the use intended by the Hirer;
 - 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.
 - v. For commercial hires, as a charity, the Management Committee is bound to ensure that the Village Hall is administered in accordance with the charitable terms. Accordingly, the Village Hall reserves the right to terminate this Agreement in the event of the Hall being required for the fulfilment of its charitable purposes.

In the event of such cancellation, any hire fee already paid shall be reimbursed.

3. **Maximum Numbers**

The Hirer must agree not to exceed the maximum permitted number of people allowed in the Hall, which is 200, including all organisers/performers.

4. **Licensing**

The Hiring Agreement only permits uses covered by the Village Hall premises licence during the following licensing hours:

<ul style="list-style-type: none"> • Sale of Alcohol 	Monday to Thursday Friday and Saturday Sunday	11.00 to 23.00 11.00 to 23.30 11.00 to 23.00
<ul style="list-style-type: none"> • Performance of a Play • Performance of Live Music (Indoors) • Performance of Recorded Music (Indoors) • Performance of Dance (Indoors) 	Monday to Thursday Friday and Saturday Sunday	09.00 to 23.30 09.00 to 00.00 09.00 to 23.30

(The 'supply of alcohol' is defined in the Licensing Act as: 'the sale by retail of alcohol, or the supply of alcohol by or on behalf of a club to, or to the order of, a member of the club'. This means that 'sale' includes prepaying for a ticket then getting a 'free' alcoholic drink as part of an all-inclusive ticket. Alcohol is only 'free' if given unconditionally.)

No intoxicants shall be brought onto the premises except with the consent of the Village Hall Committee.

The Village Hall holds 'The Music Licence' from PPL and PRS for Music, which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television, internet, or by performers in person. If other licences are required in respect of any activity in the Village Hall, the Hirer should ensure that they hold the relevant licence.

5. **No Smoking**

In line with government legislation from 1st July 2007 smoking is banned in all areas of the Village Hall building. The Hirer shall be responsible for ensuring that the No Smoking Policy is applied throughout the hire period and ensuring that any person who breaches this provision shall be asked to leave the premises.

6. **Supervision and Use of the Premises**

- a. The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.
- b. The Hirer shall not:
 - i. Use the premises for any purpose other than that described in the Hiring Agreement and 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 same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.
 - ii. Use the premises, or allow the premises to be used for a purpose which constitutes an annoyance or nuisance to other users or to any occupier of neighbouring property.
- c. The Hirer shall, during the period of the Hiring, be responsible for:
 - i. The behaviour of all persons using the premises whatever their capacity.
 - ii. 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.
 - iii. Leaving the premises and contents in a clean and tidy condition, ensuring that the premises are locked and secured, and replacing all contents in the relevant stores.
 - iv. Removing all rubbish from the premises, but must ensure that the recycling centre is NOT used after 8.30 p.m. to avoid causing a nuisance to our neighbours.

- v. The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Village Hall Management Committee with a copy of their CRB check and Child Protection Policy on request.
- vi. Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.
- vii. Ensuring that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
- viii. Making good or paying for all damage (including accidental damage) to the premises or to fixtures, fittings or contents and for loss of contents.

7. **Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the Hall's Health & Safety Policy.

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Secretary of the Management Committee.

- a. The Hirer acknowledges that they have received instruction in the following matters:
 - i. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Hall.
 - ii. The location and use of fire equipment.
 - iii. Escape routes and the need to keep them clear.
 - iv. Method of operation of escape door fastenings.
 - v. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
 - vi. Location of the First Aid Box.
- b. In advance of an entertainment or play, the Hirer shall check the following items:
 - i. That all fire exits are unlocked and panic bolts are in good working order.
 - ii. That all escape routes are free of obstruction and can be safely used.
 - iii. That any fire doors are not wedged open.
 - iv. That exit signs are illuminated.
 - v. That there are no obvious fire hazards on the premises.

8. **Drunk and Disorderly behavior and Supply of Illegal Drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the Hall and avoid violent or criminal behavior that care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behavior shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

9. **Explosives and Flammable Substances**

The Hirer shall ensure that:

- a. Highly flammable substances are not brought into, or used in any part of the premises.
- b. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Management Committee. No decorations are to be put up near light fittings or heaters.
- c. Under no circumstances are fireworks to be used on the premises.

10. **Health and Hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular, dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

11. **Equipment Brought onto the Premises**

The Hirer shall:

- a. Be responsible for any property placed on the premises. The Hirer shall ensure that all equipment brought onto the premises complies with the relevant Health & Safety requirements and will not bring anything onto the premises that may endanger the Village Hall insurance policies. No heating appliances or highly inflammable substances shall be brought onto the premises without the prior written consent of the Committee.
- b. Ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations, 1989.
- c. Remain responsible for their property and for arranging any insurance that may be required against loss or damage to such property. At the end of the hire period the Hirer shall remove all property brought onto the premises unless the Committee has granted permission for the Hirer's property to be stored on the premises.

12. **Heating**

The Hirer shall ensure that no unauthorized heating appliances shall be used on the premises when open to the public without the consent of the Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

13. **Animals**

The Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the premises, other than for a special event agreed to by the Village Hall. No animals whatsoever are to enter the kitchen at any time.

14. **Sale of Goods**

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address, and that any discounts offered are based only on Manufacturers' Recommended Retail Prices. Further detail can be found in Village Hall Information Sheet 34.

15. **Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

16. End of Hire

- a. The Hirer shall be responsible for leaving the premises and surrounding area 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 the Village Hall shall be at liberty to make an additional charge.
- b. The Hirer shall be responsible for meeting the cost incurred by the Village Hall Committee in undertaking any additional cleaning required as a result of the hire, or for making good any damage (including accidental damage) to the premises, or to the fixtures, fittings or contents, and for replacing any missing contents.

17. Indemnity and Insurance

- a. The Hirer shall indemnify and keep indemnified each member of the Village Hall Management Committee and the Village Hall's employees, volunteers, agents and invitees against:
 - i. the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises;
 - ii. all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer; and
 - iii. all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- b. If required, the Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organization and invitees against the Hirer's liability under Paragraph 17(a) and all claims arising as a result of the hire, and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Secretary. Failure to produce such a policy and evidence of cover will render the hiring void and enable the Hall Secretary to rehire the premises to another hirer.

The Village Hall is insured against any claims arising out of its **own** negligence.

18. Accidents

The Hirer must report all accidents involving injury to the public to a member of the Village Hall Management Committee as soon as possible and complete the relevant section in the Village Hall's accident book. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Hall Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

19. Stored Equipment

The Village Hall accepts no responsibility for any stored equipment or other property brought onto 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 fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed. The Village Hall may, at its discretion, permit the storage of equipment by regular uses of the Village Hall.

20. No Alterations

- a. No alterations or additions may be made to the premises.
- b. No placards, decorations or other articles may be attached in any way to any part of the premises without the prior written approval of the Hall Secretary. All items shall be removed by the Hirer at the end of the hire period, and the Hirer must make good to the satisfaction of the Hall Committee any damage caused to the premises by such removal.

21. Access to the Committee and Other Hirers

- a. The Committee reserves the right for themselves and others to use the other parts of the premises during any period the Main Hall or Meeting Room are let separately, with the common use of the entrance hall,

cloakroom, toilets and car park.

- b. The Committee reserves the right of entry for the Committee, officials and contractors to the premises at any time during the period of the hire, taking all reasonable steps to ensure that any disruption to a hire is minimised.

22. **Car Park and Grounds**

The Committee does not accept any responsibility for vehicles parked in the Village Hall car park or grounds. All vehicles are parked at owner's risk.

23. **No Rights**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

October 2019