

CONDITIONS OF HIRE AND INFORMATION FOR HIRERS

KILHAM VILLAGE HALL ASSOCIATION

Kilham Village Hall, Church Lane, Kilham, Driffield YO25 4RG

Registered Charity Number: 1078405

BY SUBMITTING OR ACCEPTING AN ON-LINE BOOKING ALL HIRERS AGREE TO THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT.

PLEASE BE AWARE THAT THE ENTIRE BUILDING IS A NON-SMOKING AREA.

BOOKINGS

- **The Hall may be booked for recurring or single lettings. Hall hire is charged by the hour or session (see separate sheet for charges). The specified rates cover use of the Hall, the kitchen and use of the toilets. There is a separate meeting room.**
- **Hirers must be aged 18 years or over. If the event is to involve persons under the age of 18 years, the Hirer must be mindful of the conditions set out under the heading Supervision.**
- **Regular Bookings with Fees/Commercial Hirers: Please include copies of your relevant Public Liability Insurance Certificate to validate your booking.**
- **No responsibility whatsoever can be taken for any 'personal' items left on the premises or any damage caused by them to the premises or any misuse of them by others.**
- **No charge is made for cleaning, provided that all facilities are left clean, tidy and in good repair, including the toilets (as well as cooker and refrigerator if used). Any charges incurred due to breakages, poor cleaning, failure to replace furniture, etc. will be passed on to the Hirer.**
- **No apparatus or equipment of any description can be left on the premises without the prior consent of the Management Committee.**

The Hall is bookable by the hour and charged by the hour or part thereof.

The keys will be available 15 minutes before the hiring time, unless extra time is agreed by prior arrangement with the Bookings Secretary.

DEPOSITS & CHARGES

- **Once an on-line booking has been approved an invoice for the full hire charge will be sent and must be paid before the booking can be confirmed. Public Liability is the responsibility of the hirer pro tem.**
- **For regular 'user groups' the Hirer is considered by the Hall Committee to be the leader/chairperson of that group and is solely responsible for the obligations placed on the Hirer by these Terms and Conditions. Regular users must reapply annually specifying the dates on which they wish to use the hall during the forthcoming year. In the case of local user groups making such regular multiple bookings i.e. every week, month etc. hire charges will be levied by monthly invoice payable within 14 days. In the event that the hirer should default on their agreement to pay within the specified time (unless by prior agreement) the Committee reserves the right to review the hirer's contract, and may terminate it**
- **For wedding receptions, all day events and evening parties, the rate is to be agreed separately with the Bookings Secretary. Marquees subject to separate agreement. The Hirer is responsible for obtaining 3rd Party Liability Insurance and provide a copy of the Insurance/Certificate**
- **Any additional charges for extra cleaning/damage will be invoiced separately after the event.**
- **Should a call-out to the Village Hall be required as a result of a fault caused by the Hirer, a callout charge may be invoiced after the event.**

CANCELLATIONS

- **Hirers may cancel bookings by giving at least 2 weeks notice.**
- **If a Hirer cancels a booking with at least 14 days notice being given, 50% of the hire charge will be refunded.**
- **Cancellations made with less than 2 weeks notice are liable to payment of the whole hiring charge, no refunds will be made.**

The Management Committee reserves the right to cancel any booking by giving notice in writing and refunding the hiring charge, should the purpose of hiring the Hall be in any way improper or unauthorised, or should the building be required as a Polling Station, or in a case of force majeure. The Management Committee shall not be liable to pay to the Hirer any money/loss incurred by the cancellation.

GENERAL HIRING CONDITIONS

Responsibility for the premises and the key rests with the Hirer during the period of access to the Hall. The hire period must include set-up and clear-up times. The premises must not be accessed outside of the agreed hire period and must be vacated promptly at the end of the hire.

Heating is provided by gas heaters which are controlled remotely. The temperature will be set at a level considered appropriate for the event. Any required amendments must be notified to the Bookings Secretary in advance of the event. The thermostats in the hall are deactivated.

The Village Hall Management Committee reserves the right to enter the Hall at any time during an event if it has reason to believe there may be a problem, and to impose further conditions on the spot or curtail the event as it considers necessary for the welfare of guests or the safety of the building or the impropriety of use.

KEY

Hirers must contact the Bookings Secretary at least one week before the date of hire. The Bookings Secretary will make arrangements for the collection of the key, no earlier than 15 minutes before the event. The key must be returned to the collection point immediately after the hire.

MUSIC & ENTERTAINMENT

The Hall holds the appropriate licences for Public Entertainment. Music must cease by 12:00 midnight with the exception of Sunday where it must cease by 10.30 p.m. and all music must be kept to a suitable level to avoid disturbance of neighbours. For commercial hires/regular bookings with fees, Hirers should ensure that they have proper insurance for any equipment used in the Hall, to include any damage caused by them to the Hall and its users.

Responsibility for the use and safety of electrical equipment (and/or other equipment specified at the time of booking) brought on to the premises by the Hirer rests entirely with the Hirer. Any such electrical equipment must have passed the necessary P.A.T. tests and certificates must be produced upon request.

Public Liability insurance cover must exist for such equipment. Copies of certificates of insurance are required before a booking can be confirmed. Without adequate insurance cover such equipment must not be used. Hirers may be asked to remove such equipment from the premises.

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Performances involving danger to the public or of a sexually explicit nature shall not be given.

The Hall holds a public entertainment licence. The current capacity of the main Hall is as follows:

- **Seated at tables 120**
- **Dancing – no tables 120**
- **Seated at tables with dancing 100**
- **Meeting room 25**

HEALTH & SAFETY

It is the responsibility of the individual Hirers to ensure that they are aware of the Health & Safety at Work Act 1974 and to take reasonable precautions to ensure that their activities are carried out in a responsible way.

The use of bouncy castles may only be considered subject to prior approval of the management. The contractors must hold a suitable Indemnity Insurance as the Association will not accept liability for any damage or injury howsoever caused.

A copy of the Village Hall Health & Safety Policy is kept in a folder in the kitchen. A condition of the booking is that the Hirer has familiarised themselves with the Health and Safety policy.

Any accidents should be reported to the booking's secretary and an Accident Report Form completed. The Accident Report Book is kept in the folder in the kitchen alongside the Health and Safety Policy.

A first aid kit is kept on the window sill in the kitchen near the wash hand basin.

FIRE PRECAUTIONS

Hirers must make themselves familiar with the location of the fire extinguishers and the instructions for use, 'break-glass' fire alarms, emergency exits and of the importance of fire doors. Hirers will be responsible for informing all those using the Hall of the position of the emergency exits. Hirers must also familiarise themselves with the instructions on what to do in case of fire. Instructions are displayed on the notice board in the entrance hall.

Fireworks, party poppers and candles are not allowed, either for internal or external use with the exception of birthday cake candles.

ACCESS FOR ALL

There is access into the building for wheelchair users and a designated toilet and baby change facilities inside. Assistance dogs are welcome in the Village Hall.

CAR PARKING

Car parking is free and patrons are requested to park responsibly and not obscure exits. Please do not park on the grass area. There is a designated parking area for blue badge holders.

ALCOHOL LICENCE

Licensed bars may be arranged by the Hirer in accordance with the Licensing Regulations. It is the Hirer's responsibility to ensure that they have complied with the legislation. Alcohol consumption by persons under age must not be permitted.

The Hall has a Premises (Entertainment) Licence as required under The Licensing Act 2003. A Hirer who wishes to sell alcohol at an event must complete and send off a Temporary Event Notice (TEN) to the East Riding of Yorkshire Council. This must be cleared in advance with the Management Committee. Under the legislation, alcohol may be given away, but if it is sold in any form, i.e. by raffle ticket, donation or included in the price of a ticket, then a Licence or TEN must be held. It is the recommendation of the Management Committee that if alcohol is to be sold, it is done in the normal way (i.e. priced by glass/bottle, etc). Licence Holders will be required to produce a certificate at the time of booking and certificates MUST be available at the time of the event.

It is an offence to sell/serve alcohol to persons under 18 years of age. Young persons (16 – 17 year old) may consume wine, beer or cider at a table meal when accompanied by an adult at the meal.

If for any reason alcohol is being sold without a Licence or permission to sell alcohol has not been given when the booking was made or there are signs of alcohol-related behaviour, any member of the Management Committee can close the event immediately.

The Management Committee and Hirer can be held legally responsible for criminal offences carried out at the Hall and as a result the Hall may lose its licence. UNDER NO CIRCUMSTANCES WILL THE MANAGEMENT COMMITTEE TOLERATE ANY BREACH OF THE ABOVE LEGISLATION.

No licence is needed for free alcohol.

FOOD SAFETY

Under the Food Safety Act 1990, it is the responsibility of persons providing food for any event held in the Hall to ensure that they are aware of and abide by the legal requirements. The Management Committee is not responsible for any food brought into the Hall.

SUPERVISION

Hirers are held responsible for adequate supervision of the premises and for use of the grounds by their own party during the period of hire and must ensure that fire exits and access to them are kept clear at all times.

Child Protection It is the responsibility of the Hirer (under the Children Act 2004) to ensure the safety of all children at all times at any event. There is also a responsibility to safeguard vulnerable adults.

Children under 16 are not allowed in the kitchen at any time unless supervised by a responsible adult.

Hirers are responsible for the observance of the law regarding child protection, in particular that adults having continuing and close contact with children or vulnerable adults should have undergone a DBS (Disclosure & Barring Service) check. A declaration form for such user groups should be signed and returned with the booking form to the Bookings Secretary.

CCTV

The hall is covered by CCTV cameras and our privacy notice can be supplied on request.

CHECKLIST FOR HIRERS OF KILHAM VILLAGE HALL

In order that the Hall can be kept in good condition for all, would Hirers please do the following at the end of each hire:

- 1. Please ensure that the Hall floor is left in good condition (ready for the next user). Sweep or mop the floor to remove any crumbs etc. (Cleaning equipment will be found in the cleaning cupboard and a vacuum cleaner in the unlocked storeroom off the main hall.).**
- 2. Make sure tables are clean before being put away, and put away tables and chairs where you found them. Ensure tables are stored on the trolleys in an appropriate manner and the straps on table trolleys are secure.**

- 3. Check that all taps in the toilets and kitchen are turned off, make sure the lavatories are clean, that the refrigerator is empty and clean if you have used it. Please do not switch off the refrigerator. Any cups, plates etc. that you have used should be washed, dried and put away. Check that the dishwasher has been drained and wiped out and switched off at the isolator switch on the wall.**
- 4. Use the bin bags provided to dispose of non-recyclable rubbish in the outside green bin. Please put any recyclable items such as glass, plastic, tins or cardboard/paper in the outside blue bin. Any rubbish that exceeds the capacity of the outside bins must be removed by the hirer. The wheelie bins are locked and the key to the green bin can be found on the window sill in the kitchen. Please replace this after use. The blue bin has a combination lock and the code is displayed on a notice in the kitchen.**
- 5. Drain and turn off hot water heater geyser and switch off hot water heater used for supplying hot water to the sinks.**
- 6. Ensure that all fire doors are closed before you leave.**
- 7. Switch off all the lights you have put on.**
- 8. Lock the outer doors, ensuring that the click locks are secure on the secondary door.**
- 9. Return the key**

Any additional expenditure, if the Conditions of Hire have not been met, will be passed on to the hirer.

Thank you for your cooperation.