

NORTH KESSOCK VILLAGE HALL (NKVH)

Scottish Charity Number SC047939

TERMS AND CONDITIONS OF HIRE

North Kessock Village Hall is also known/referred to as NKVH.

These standard conditions apply to all hiring the North Kessock Village Hall (referred to as 'the Village Hall') and they form part of the Agreement for hire between the Trustees of North Kessock Village Hall (referred to as 'the Trustees' and the person who has signed the Booking Form (referred to as 'the Hirer'). If you are in doubt as to the meaning of any of the following conditions, please consult the Bookings Secretary via nkvh.bookings@gmail.com

THE HIRER: The Hirer must be aged over 21 years and must remain on the premises during the hire.

HIRE CHARGE: Hire Charges are payable at the time of booking with an invoice being raised and payable within 7 days in order to secure the booking, with the exception of regular users.

USE OF THE VILLAGE HALL:

1. Fire regulations restrict the number of people:
 - a. Standing in the hall at any one time to 200.
 - b. Seated in hall at any one time to 120.
2. The village hall is 8.6m (W) x 19.4m (L) taking account of the cupboards next to kitchen the length is 18.8m.
3. The Highest height in the village hall is 5.5m and the lowest is 4.6m.
4. The Hirer shall not use the Village Hall for any purpose other than that described in the Booking Form.
5. The Hirer shall not sub-hire or use the Village Hall or allow the Village Hall to be used for any unlawful purpose or in any unlawful way.
6. The Hirer shall not bring items into the Village Hall or anything which may endanger the same or render invalid any insurance policies. In respect thereof nor allow the consumption of alcohol without written permission.
7. For a private or charitable event, a minimum of **four** stewards, all over 21 years old must be nominated and will be held responsible for the conduct of all attending the event, both inside and outside the Village Hall.

Please note that due to the age of the building it may not be suitable for all disabled users. Toilets and door entrances may restrict access. The committee room is not suitable for wheelchair users. The user will be required to use steps to access the Committee Room. Please contact us for more information prior to booking at nkvh.bookings@gmail.com

Access Times:

Monday, Tuesday, Wednesday, Thursday, and Sunday events must finish no later than 11:45pm, with no vehicles left in the car park and the Village Hall locked no later than this time.

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Friday and Saturday events must finish no later than 1.30am, with no vehicles left in the car park and the Village Hall locked no later than this time.

Any vehicles left in the hall car park are done so at your own risk.

PAYMENT OF HIRE FEES:

For ad hoc bookings, the Hirer shall pay the full cost of hire and a deposit (where applicable) as stated by the Bookings Secretary within 7 days of booking to ensure confirmation of the booking. If payment is not received within 7 days, the booking will be cancelled.

For new regular bookings to the Village Hall, an upfront monthly payment is required for new regular users. After three months the user will default to normal regular booking conditions. Payment is required within 7 days to ensure confirmation of the booking. If payment is not received within 7 days the booking will be cancelled.

For regular bookings, these are invoiced at the end of the month for the previous month. Payment is required within 7 days to ensure confirmation of the booking.

Any non-payment of invoices resulting in an outstanding balance by a regular booking user will be followed up for payment. Any further bookings will be cancelled and the user will be advised of this. Should no payment be received and an outstanding balance remains, a decision will be made by the Committee for escalation to legal action. The user will be unable to book the hall for any further events.

DEPOSIT: A deposit will be required (where applicable) to be paid at the time of booking, along with the full hire charge. Please contact the booking secretary at nkvh.bookings@gmail.com after your event **you are required** to provide your bank details for your deposit to be fully returned, providing no fees have to be deducted for damage, cleaning or misuse. **It is your responsibility to confirm your bank details for your deposit to be returned.**

Your deposit will be forfeited if the Conditions of Hire have not been met; please refer to the End of Hire section

ACCEPTANCE OF ANY BOOKING: This is at the discretion of the Trustees. The Trustees will endeavour to respond to your enquiry within 7 days.

ANY TRUSTEE OF NORTH KESSOCK VILLAGE HALL has the authority to enter the Village Hall and rooms during a function or event to ascertain compliance with these Terms & Conditions.

CANCELLATION: Hire charges are not refunded when a booking is cancelled within 30 days of the event; cancellation for regular users is at the discretion of the trustees. The Trustees reserve the right to cancel a booking by written notice to the Hirer in the event of:

1. the Trustees reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the Village Hall as a result of this hiring;
2. the Village Hall becoming unfit for the use intended by the Hirer;
3. an emergency requiring the use of the Village Hall for the community such as an emergency shelter.

4. bad weather preventing the use of the Village Hall

Changes to your booking – Regular User

Should you require making changes to your booking, you are required to provide 30 days notice of such change. Failure to provide 30 days notice, will result in a continued charge to the user for their booking for a period of 30 days.

RISK ASSESSMENTS: Hirers must carry out a risk assessment of the activity for which they are hiring the village hall and provide a copy to nkvh.enquiries@gmail.com at least 7 days prior to the hire. For example, use of bouncy castles, BBQ's

A copy of the Public Liability Insurance is displayed on the Village Hall notice board.

FIRE FIGHTING EQUIPMENT: There are fire extinguishers available in the Village Hall, but the priority is to evacuate *everyone immediately*. A Fire Blanket is available in the kitchen. Fire and safety equipment must not be misused or unnecessarily removed from its designated location.

OUTBREAK OF FIRE: Please raise the alarm as soon as a fire is discovered. In the event of a fire, everyone must immediately leave the building and go to the meeting point in the Car Park. The Scottish Fire & Rescue Service must be called, telephone **999**, if there is an outbreak of fire, however slight, and details thereof shall be given to the Bookings Secretary. There is no telephone in the hall. **Please see our Fire Prevention Policy and Evacuation Procedure which is available on our website.**

EMERGENCY EXITS have both visible neon and electrically lit signs, which must be switched on for each event. The switch is situated in the entrance foyer. (this relates to the main hall but nothing re meeting room). Please ensure you do not block or restrict access to the Fire Exits, for example with tables/chairs, party decorations etc. Should the fire doors be opened and the alarm is triggered, a call out charge is required to re-set the alarm which will be deducted from your deposit (where applicable) or you will be invoiced an additional charge, which is payable within 7 days.

MEANS OF ESCAPE:

1. All means of exit from the Village Hall must be kept free from obstruction and immediately available for an instant free public exit.
2. The emergency lighting supply operates from a backup battery supply and will automatically come into use if the electricity supply fails. It illuminates the Emergency Exit routes.

FIRST AID BOXES are located in the Kitchen and the Committee Room.

PERFORMING RIGHTS LICENCE: The Village Hall has a Performing Rights Society Licence which permits the use of copyrighted music in any form, e.g. record, compact disc, tapes, radio 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 obtain the relevant licence.

LICENCES FOR SALE OR CONSUMPTION OF ALCOHOL: If alcohol is to be sold at the event, the Hirer must obtain and display the appropriate licence. Contact – Highland Council, County Buildings, Caberfeidh Terrace, Dingwall, IV15 9TE. Tel 01349 863113. A copy of the Licence must

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be sent to nkvh.enquiries@gmail.com 7 days prior to the event. Failure to provide a copy of the licence, will result in your event being cancelled.

BRING YOUR OWN BOTTLE EVENTS (BYOB): BYOB events are permitted in North Kessock Village Hall. No alcohol licence is required for such events. **NO alcohol may be sold on the premises.**

DRUNK AND DISORDERLY BEHAVIOUR AND SUPPLY OF ILLEGAL DRUGS: The Hirer shall ensure that care is taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either in the Village Hall or its immediate vicinity. Care should be taken to avoid disturbance to neighbours of the Village Hall. No illegal drugs may be brought into the Village Hall.

IT IS AN OFFENCE TO TAKE/CONSUME ALCOHOL OUTWITH THE VILLAGE HALL. IT IS A BREACH OF THE LOCAL BYE-LAWS.

SMOKING: Smoking and the use of vape cigarettes are **not permitted** in any part of the building at any time. Smoking is prohibited near the kitchen door or boiler room. A cigarette disposal bin is located at the main entrance.

DEFIBRILLATORS: A defibrillator is located at the main door/entrance to hall for use. If you use the defibrillator, please let nkvh.enquiries@gmail.com know if you have used the Defibrillator, this will allow the Committee to ensure the pads are replaced. Other Defibrillators are available at Dentist and Church (opposite the school).

ALL ELECTRICAL APPLIANCES used must be **PAT** tested and it is the organiser's responsibility including DISCO equipment, Bouncy Castles and kitchen appliances. Risk assessments must be completed for any electrical appliances brought into the Village Hall. Organisers of these activities must also provide a copy of their Public Liability Insurance. This must be emailed to nkvh.enquiries@gmail.com Additional heating appliances or smoke machines may not be used.

HEALTH AND HYGIENE: The Hirer shall if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. **There are facilities for food service at the Village Hall and it is the Hirer's** responsibility to ensure they are adequate for the purpose of hire.

ANIMALS: The Hirer shall ensure that no animals except assistance dogs are brought into the Village Hall.

HEATING: The Village Hall heating is operated by a thermostat which must not be adjusted without prior permission from the trustees. The Hirer shall ensure that no unauthorised heating appliances shall be used in the Village Hall without the consent of the Bookings Secretary. Portable Liquefied Propane Gas (LPG) or similar heating appliances **must not be used.**

CHILDREN: MUST NOT play on the stage, unless involved in a supervised performance. Children under the age of 16 are not permitted in the kitchen.

ACCIDENTS AND DANGEROUS OCCURRENCES: The Hirer must report all accidents involving injury to the public to the Bookings Secretary immediately. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible. Certain

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types of accidents or injuries may need to be reported in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Bookings Secretary will advise.

EXPLOSIVE AND FLAMMABLE SUBSTANCES: The Hirer shall ensure that:

1. Highly flammable substances are not brought into, or used, in any part of the Village Hall.
2. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Bookings Secretary. No decorations are to be put up near light fittings or other sources of heat.
3. No pyrotechnic device (including fireworks and Chinese lanterns) is ignited or used at the Village Hall or on the recreation ground.
4. BBQ's must not be used near the Kitchen or Boiler Room area. Request to use a BBQ, must be submitted to nkvh.bookings@gmail.com and must have a risk assessment completed.

NO CANDLES OR OTHER NAKED FLAMES ARE TO BE USED WITHIN THE HALL OR ROOMS: This includes incense sticks and birthday candles.

NOISE: Consideration for neighbouring households must be given, regarding noise levels from both inside and outside the Village Hall.

NO ALTERATIONS: No alterations or additions may be made to the Village Hall, nor may any fixtures be installed, or notices, placards, decorations, or other articles be attached in any way to any part of the Village Hall without the prior written approval of the Bookings Secretary.

FOOTWEAR: The Hirer shall ensure that no dark-soled rubber footwear shall be worn for sporting activities in the Village Hall. No studded boots or roller skates/blades including heelys are to be worn in the hall.

STORED EQUIPMENT: Storage of items must have prior agreement from the Trustees and must be stored in a secure container clearly marked. Food and perishable items must NOT be stored in the Village Hall or rooms. North Kessock Village Hall and its Trustees accept no responsibility for any stored equipment or other property brought into or left at the Village Hall and all liability for loss or damage is hereby excluded.

FURNITURE AND EQUIPMENT: The Hirer must return all furniture and equipment (including that provided in the kitchen) to the location in which it was found at the start of the hire period. The furniture and equipment must be returned as per the pictures. Failure to return the furniture and equipment in the correct manner may result in the deposit being retained. The Trustees organise the Village Hall (including the store and the kitchen) for the convenience and safety of all users and whilst the Hirer may make use of the facilities and equipment as reasonably required everything must be securely and safely re-instated to its original location before leaving the Village Hall. Chairs should be moved using the trolleys provided.

Equipment available:

- Chairs
- Round Tables
- Rectangle Tables

WASTE

Please be aware of the changes to our waste bins as per Highland Council. We've added new labels for your information, we have:

Inside:

- * Non recyclable Waste
- * Blue Bin - paper and cardboard
- * Green Bin - plastics, metals and cartons

The smaller waste bins have been removed at the moment from the main hall.

Outside:

- * Silver bin - for Non recyclable waste
- * Blue Bin - for Paper and Cardboard
- * Green Bin - for Plastics, metals and cartons. (This is currently located inside the foyer.)

END OF HIRE: The HIRER shall be responsible for leaving the Village Hall and surrounding area in a clean and tidy condition, securely locked unless directed otherwise. So that the Village Hall can be kept in good condition for all, would Hirers please do the following at the end of each hire:

No:	End of Hire	Checklist:
1	All equipment used, including tables and chairs, is to be wiped clean of any spillages and packed away safely and in the correct place at the end of the hire period.	
2	Please ensure that the Village Hall floor is left in good condition (ready for the next user). Sweep the floor to remove any crumbs etc. (Cleaning equipment will be found in the cleaning cupboard in the Storeroom).	
3	All breakages must be reported to the Bookings Secretary.	
4	Taps must be turned off in the kitchen and toilets.	
5	The cooker and all other kitchen appliances, including the urn, kettles and any portable appliances must be turned off or disconnected where possible at the mains except for the fridge/freezer. The kettles must be emptied of water.	
6	Please clean the cooker after use.	
7	The fridge/freezer must be emptied of ALL food/drink and cleaned if used.	

8	Any cutlery or crockery etc. that has been used must be washed, dried, and put away.	
9	If the dishwasher has been used, please ensure all water has drained. Instructions on the use of the dishwasher can be found on the wall above the dishwasher.	
10	All lights, except emergency and security lights, must be switched off.	
11	Any internal doors and cupboards previously locked must be relocked.	
12	The Village Hall and/or committee room (if used), stage area, toilets, and kitchen (if used) must be left clean and tidy. Waste bins must be emptied, and excess rubbish removed from the Village Hall. Bin bags are provided in the kitchen. Dispose of all rubbish/recycling in the outside bins which are located outside the kitchen, taking care to separate waste for recycling and waste for landfill as marked on the outside waste bins. Any rubbish that exceeds the capacity of the outside bins must be removed by the Hirer. <i>Failure to comply may result in a cleaning charge being deducted from the deposit. This includes where waste is not accepted by the Council and time is required by the Trustees having to rectify it.</i>	
13	Please ensure any glass bottles are taken away and not put into the Recycling or General Refuse bin. Bottle banks are located in the Old Ferry Car Park to the east of the hall. Please do not use the bottle banks early in the morning or after 7 pm to avoid disturbance to residents nearby.	
14	On leaving the Village Hall, all rooms including the toilets must be checked to ensure windows are shut and there is no one left in the building.	
15	Please ensure that the kitchen hatch is closed, and that the outside kitchen door is locked.	
16	Lock the outer door and return the key immediately to the Key safe, ensuring the cover is in place.	

DISCLAIMER: North Kessock Village Hall will not be liable in the event of any Village Hall equipment failing in use; The Trustees undertake to repair or replace failed equipment as soon as practically possible but cannot be held responsible for any consequential liability.

If the Hirer is in any doubt as to the meaning of this document, the Booking Secretary should be consulted immediately.