Burnby Hall
COMMUNITY SPACE | WORKSPACE

Pocklington Community Trust

Conditions and Terms for Hiring the COMMUNITY HALL, Burnby Hall, Pocklington

Version 1.05 (reviewed 1st October 2026)

Thank you for showing your interest and intention to hire Pocklington Community Hall. As we want your event experience to be a good one, we ask that you give close attention to the following detailed terms and conditions of hire which are necessary for the safe running of your event and to ensure the ongoing viability of the Hall and facilities for future users and the community.

In proceeding with your booking, you will be confirming that you have read, understood, and are accepting our terms and conditions of hire. We look forward to welcoming you to Pocklington Community Hall.

GENERAL CONDITIONS OF HIRE

1. For the purposes of these conditions, the term Hirer shall mean an individual hirer or, where the hirer is an organisation, the authorised representative. Please consult the Bookings Team should any of the following need clarification.

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

   The Applicant must be over the age of 18 to hire the Hall. We do not accept bookings for 18th, 21st or teenage birthday parties.

2. No reservation can be made for a date more than 12 months in advance from the date of application.

   If the venue is required for a Wedding, or special event then the booking can be made more than 12 months in advance, with the agreement of the Trust.

3. The hall can accommodate 150 people seated. The maximum numbers who may be present in the hall at any one time is 200. This figure is set by the Fire Authority and should not be exceeded under any circumstances.

4. The Hirer shall not 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.

5. The Hirer will, during the period of the hiring, be responsible for 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. The Hirer shall ensure that the minimum of noise is made on arrival and departure. The Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

6. The Hirer shall be responsible for making arrangements to insure against any third-party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Hall. (The Community Hall is insured against any claims arising out of its own negligence).

7. Pocklington Community Trust, whilst upholding the right of free speech, is opposed to hiring the building to groups or individuals which either

   a) incite violence
   b) incite racial and/or religious hatred or discrimination
   c) are coercive or oppressive
   d) are anti-democratic

   The Trust will decide each application on its merits and reserve the right to exercise their discretion and refuse to accept any booking. The Trust will also have regard to the safety of the premises and/or the public. Examples of groups or individuals, which will be excluded from hiring premises, include those that are racist, neo-fascist, support terrorism or are coercive religious or quasi-religious sects or organisations.

   Those applying for a booking the first time should provide supporting background information to enable the request to be determined in accordance with the above policy.

BOOKING PROCESS

8. Details of hiring charges are supplied separately to the Terms and Conditions.

9. The Trust reserve the right to vary the hire charges by such amount as they may consider appropriate and the amount to be charged will be the tariff in force at the date of the function.

10. The period of hire must include adequate time for setting up and clearing away. The Hall will be opened at the time stated on your booking form, if you need the Hall opening earlier, or your booking over runs, you will be charged at the standard hourly rate. Adequate time to clear away should therefore be allowed at the end of your event. Alternatively, should you wish to clear away the next day and provided that that day is not booked by another hirer, one-hour slots may be arranged when making your booking at an additional hourly rate.

11. All booking reservations are provisional until they are accepted by the hall bookings team. You will receive an email confirmation when the reservation has been accepted, followed by an invoice for

payment. On receipt of payment, the booking will be confirmed. Payment must be received 21 days prior to the event taking place, otherwise the booking reservation may be cancelled.

12. A charities hire rate will be offered to Registered Charities or persons holding functions to benefit a charity. At the time of making a reservation please provide the Registered Charity number.

13. A 50% non-refundable deposit will be required at the time of booking for all parties.

14. Pocklington Community Trust reserves the right to cancel bookings by written notice to the Hirer. Potential reasons for cancellation include:

    (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or byelection
    (b) the Trust 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 premises as a result of this hiring
    (c) the premises becoming unfit for the use intended by the Hirer
    (d) 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.
    (e) renovation and repair work to Burnby Hall may impact on the Community Hall at times. Similarly work to upgrade the Community Hall may result in temporary closure.

    In any such case the Hirer shall be entitled to a refund of any payments already made, but the Pocklington Community Trust shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

CANCELLATIONS

15. We recognise that occasionally it may be necessary for a booking of the Hall to be cancelled. In this unfortunate event we agree to a 100% refund IF we are advised in writing of the cancellation 14 days prior to the event. If advised in writing within 13-2 days prior to the event, 50% of the payment will be returned. The full amount, however, is non-refundable should notice of cancellation not be received prior to 48 hours of the start of the event.

HEALTH AND SAFETY

These points are vitally important because you, as an event organiser, are responsible for the safety and well-being of your guests and the Hall itself, therefore please ensure the following:

16. 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. The premises are provided with a refrigerator and thermometer.

17. Before the function commences, please consult the Duty Manager on fire precautions and action to be taken in the event of fire on the premises. The hirer is responsible for all Health and Safety

issues associated with his/her event, and for arranging all necessary evacuation and first aid procedures.

18. No naked flames, gas bottles or devices of any similar sort shall be brought onto the premises. This restriction includes such items as Calor gas bottles, propane gas bottles, apparatus and facilities for the inflation of balloons and similar provisions. Items of a hazardous, or potentially hazardous nature, are forbidden for use on the premises in view of the safety factors, which must be observed in the usage of all public premises.

19. Inflatables / bouncy castles are considered by our insurers to be inherently dangerous and are an uninsured risk. We therefore do not allow them on site.

20. Smoke machines as may be used by entertainers are NOT allowed as they set the alarm system off.

21. Electrical equipment brought on site by you, your caterers or entertainers MUST be PAT certified.

ACCIDENTS AND DANGEROUS OCCURENCES

22. The hirer must report all accidents involving injury to the public to the Trust as soon as possible. Any failure of equipment either belonging to the 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 Booking Secretary will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences regulation 1995.

SAFEGUARDING

23. Pocklington Community Trust recognises that it has a statutory and moral duty to ensure that it safeguards and promotes the welfare of young people and vulnerable adults during their time spent at the Hall. NO member of the Trust and other volunteers will have unsupervised access to children unless appropriately vetted. NO act of abuse or obvious neglect will be tolerated within or outside of the Hall. Should the effect of abuse or neglect on any user be apparent or evident during their time at the Hall, incidents will be recorded and reported as per the protocol noted in our Safeguarding Policy. We urge all prospective hirers of the Hall to read our Safeguarding Policy. A copy of this document is available to view on our booking website.

24. ALL young people (under eighteen years of age) must be supervised by an adult AT ALL TIMES inside the Hall. For ALL activity groups where children will NOT be accompanied by a parent/guardian/carer, an up-to-date copy of the hirer's DBS clearance must be provided at the time of booking, to comply with the Trust's Safeguarding Policy. For use as a venue for activities where children WILL ALWAYS be accompanied by an adult, written clarification to the Hall will suffice.

INSURANCE

25. As the Hirer is responsible for any damage caused to the Hall, consideration should be given to purchasing adequate insurance in respect of this.

26. The Hirer should also ensure that adequate insurance cover is provided to cover any accidents to persons or property, (third party risks and public liability) which is not attributable to the Pocklington Community Trust, during a period of hire.

27. The Hirer agrees to indemnify the Pocklington Community Trust from and against all actions, costs, claims, demand and liabilities that may be made against the Trust or which it shall incur as a result of any breach of the terms of this agreement by the Hirer.

HOUSEKEEPING AND CONDUCT AT FUNCTIONS

Please observe the following conditions as it will help you and the unpaid volunteers who run the hall.

28. The hall is available for hire from 9.00am and 9.00pm. but bookings outside these standard hours may be accepted by prior agreement in special circumstances. No function is permitted after 11.00pm.

29. Hirers must ensure that adequate preparation and clearing time is included in the period of hire.

30. All tables, chairs, cutlery and crockery may be used and returned to the place found in a clean and dry state. For larger events you will need to make arrangements for additional crockery and cutlery items. Please bring your own tea towels.

31. At the end of hire, the Hirer will be responsible for leaving all parts of the premises and surrounding area in a clean and tidy condition. Specifically:

- Toilets and kitchen should be left clean, and floor of Hall should be swept or mopped as appropriate.

- All tables, chairs and staging must be stacked in accordance with the instructions displayed and trolleys must be left tidy with brakes applied.

- All rubbish must be taken off site, please use one of the bin liners provided.

32. No equipment can be stored without the express permission of the Trust. The Trust accepts no responsibility for any stored equipment or other property brought on to 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.

33. No decorations, furnishings etc., are to be fixed without the prior approval and consent of the Trust, and if so approved shall be fixed on the day of hire and removed not later than 9.00am on the following day, or at an agreed time.

34. No posters advertising any functions are permitted to be displayed on the doors, walls or windows of the Hall.

35. The Hirer must remain on the premises throughout the period of booking.

36. The Hirer should ensure that the outer doors of the hall are either manned or kept closed at all times for security reasons.

37. The Hirer will be responsible for any loss in respect of any clothing or articles lost, stolen or missing from the Hall or for any damage to any such clothing or article.

38. Should any damage be caused to the furniture, fittings, fabric or property of the Pocklington Community Trust, or should any article owned by the Trust be lost or missing, the expense of making good or replacing the same shall be payable by the Hirer.

39. The Hirer shall ensure that no smoking or vaping takes place anywhere in the building. This includes the use of e-cigarettes.

40. There is strictly to be no consumption of illegal or inappropriate substances inside or outside of the Hall which extends to the local area of the community.

41. The Hirer shall not permit anything that is indecorous or improper or likely to cause annoyance, discomfort or disturbance, to the occupants of the Hall or to any resident living in the vicinity of the Hall.

42. The Hirer shall make adequate provisions to ensure no damage occurs during the function and that the Hall is left clean and tidy at the end of the hiring.

43. The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the hall. No animals whatsoever are to enter the kitchen at any time.

44. No bicycles or scooters are permitted in the Hall, or entrance to the Hall.

45. Hirers must also ensure that the Hall is thoroughly checked in the presence of the Duty Manager after the function and before vacating the premises.

46. The Community Hall is not provided with car parking. The Hirer is responsible for ensuring that none of the entrances and exits to the halls are obstructed by any vehicles.

47. The sale of alcohol is subject to the approval of the ERYC Licensing Authority and hirers must make their own arrangements regarding obtaining relevant premises licences or temporary events notices.

48. Any application to the Licensing Authority for an Intoxicating Liquor Licence shall be in terms that require the licence to terminate an hour or more before the function for which the Hall is hired is due to terminate. A copy of any such Licence is to be provided to the Trust prior to the function. Failure to do this may result in the function being unable to take place.

49. It is a condition of the letting that all legal requirements (and in particular the Betting, Gaming and Lotteries Act, 1963 and other related legislation) are strictly observed. If you are in any doubt as to these requirements you should consult the ERYC, the Police or your Solicitor.

50. The Hall is licensed for Public Entertainment and for Theatrical Performances.

51. The Hirer shall strictly obey and observe all the rules and regulations of the Trust as to the arrangement of seats and gangways and conditions with respect to entertainment and shall be responsible for any breach thereof.

52. Copyright Works. The Hirer shall not, nor allow the infringing of any copyright in the use of the Hall or in any performance therein. Where the Event involves the performance or use of copyright musical works covered by our PPL/PRS Licence, you must:

- Pay us any Performing Rights Society fees due.
- Give details of all works performed

53. The Hall's Duty Manager, or any authorised representative of the Trust, shall have the authority to satisfy themselves on the level of sound and conduct or operation of any musically accompanied function and may instruct the Hirer, or person in charge, to make adjustments as are requested.

54. At discotheques, dances and musical concerts, open to the public no “passes out” shall be granted and there must be no admittance after 10.00 p.m.

55. The Hirer shall be responsible for the provision of at least one steward for every 50 members of the public present, including a doorman, at the following functions: -

Discotheques
Dances
Musical Concerts
Dramatic Performance
Wedding Receptions and Celebrations
Parties and Birthday Parties

If using a doorman, they should preferably be SIA registered. A copy of any such licence or proof of SIA registration is to be shown to the Trustees prior to the function. Failure to do this may result in the function being unable to take place.

56. The Police shall at all times have free access to the Hall on demand.

DUTY MANAGERS

57. The Duty Manager of the Hall will attend to the lighting, heating and ventilating apparatus. They are unable to lay out or put away seating and other furniture.

58. The Duty Manager will be responsible for the opening and closing of the premises.

FURTHER ASSISTANCE

59. For further assistance please contact the Burnby Hall Booking Team at bookings@burnbyhall.org.uk