

Standard Terms & Conditions of Hire of the Kentford and Kennett Village Hall Association Facilities

These standard conditions apply to all hiring of the Village Hall and a copy should be given to all Hirers. If the Hirer is in any doubt as to the meaning of the following, the management committee should immediately be consulted.

1. Age

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.

2. Supervision

The Hirer shall, 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, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Hall Secretary, 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.

3. Use of premises

The Hirer shall not use the premises (including the car park if any) 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 or unsuitable 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.

Insurance and indemnity

(a) The Hirer shall be liable for:

- (i) the cost of repair of any damage (including accidental and malicious 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 made against or incurred by the village hall management committee, their employees, volunteers, agents or invitees 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 made against or incurred by the village hall management committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the village hall management committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The village hall shall claim on its insurance for any liability of the Hirer hereunder but 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) any insurance excess incurred and
- (ii) the difference between the amount of the liability and the monies received under the insurance policy.
- (iii) Where the Village Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Village Hall Secretary. Failure to produce such policy and

evidence of cover will render the hiring void and enable the Village Hall Secretary to rehire the premises to another Hirer. The Village Hall is insured against any claims arising out of its own negligence.

5. Gaming, betting and lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

6. Music Copyright licensing

The Hirer shall ensure that the Village Hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

7. Bi-Fold Doors

If the bi-fold doors are opened, the hirer must ensure that the “pop-out” handles are in a vertical position before sliding the doors open or shut, or else the top seals will be ripped away from the ducting. Hirers will be required to pay for repairs if this occurs.

8. Childcare Act 2006

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.

9. 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 and safety policy. The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Secretary of the management committee.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall. • The location and use of fire equipment. (Include diagram of location when handing over keys.)
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box.

(b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

10. 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.

11. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour 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.

12. 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. The premises are/are not (delete as appropriate) provided with a refrigerator and thermometer.

13. Electrical appliance safety

The Hirer shall 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. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety.

14. Stored equipment

The Village Hall 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. The Village Hall may use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the village hall management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

15. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

16. Accidents and dangerous occurrences

Any failure of equipment belonging to the village hall or brought in by the Hirer must also be reported as soon as possible. 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. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Village Hall Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

17. 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 and that
- (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.

18. Heating

The Hirer shall ensure that no unauthorised 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.

19. Animals

The Hirer shall ensure that no animals (including birds) except guide 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.

20. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the village hall's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

21. 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.

22. Cancellation

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 payment or the repayment of the fee shall be at the discretion of the Village Hall. The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) the Village Hall management committee 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.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

23. End of hire

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.

24. No alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Hall Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the Village Hall any damage caused to the premises by such removal.

25. **No rights**

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

26. **Evening Hire**

When the Village Hall is booked for an evening function finishing after 1900 hours, an additional £50 deposit will be taken and added to the full cost of the function. The £50 deposit will be retained in the following circumstances:

- (a) If the facility is left unacceptably untidy with rubbish/unwanted items left in the kitchen or main hall.
- (b) If the function is still in progress at the stated end time when the Committee Member arrives to lock up.

The Bookings Clerk will refund the £50 deposit within 10 working days if there are no problems reported.

27. **Bouncy Castles/ Additional Electrical Equipment**

If you wish to have a bouncy castle/ inflatable or electrical equipment (DJ Desk, Amplifiers electrical lighting displays) etc. running on the Village Hall electricity supply during your event, there will be a surcharge of £5 to cover it.

Appendix 1

Application for consent for a Temporary Event Notice to be given for an event at Kentford and Kennett Village Hall

Village Hall is not licensed for the sale of alcohol

Kentford and Kennett Village Hall Committee for consent to give to the Licensing Authority a Temporary Event Notice to hold the following licensable activities at the hall on the following date(s), during the following hours and in the following

location(s):

Date(s)

Time

Description of event

Licensable activities

Location	Main Hall
	Kitchen
	Entrance Hall
	Garden

I hereby undertake to comply with the provisions of the Licensing Act 2003 (and any regulations thereunder) as they relate to a Premises User holding a Temporary Event Notice (TEN) and to indemnify the management committee for any obligations thereunder. I undertake, in particular, to notify the Police Authority within the required time and not to allow the sale of alcohol to those aged under 18 or to those who are drunk or disorderly.

Signed by the person named at 1.3 (a) or 1.3 (c) of the Hiring Agreement (duly authorised on behalf of the organisation named at 1.3 (b), where applicable):

Name

Signature

I hereby authorise the person named above to give a Temporary Event Notice to the Licensing Authority for the area for the event described above on the date(s), at the time(s) and in the location(s) specified above.

Signed by the person named at 1.2 (b) of the Hiring Agreement, duly authorised, on behalf of the Village Hall's Management Committee:

Name

Signature

Appendix 2

Opening the Hall. The village hall keys will be available from the key combination safe outside the door using the code provided to you. Unlock combination, remove key, unlock doors and then close combination again (so it cannot be tampered with). Return the key to the safe after you lock up ensuring you secure it properly before you leave.

Unlock both the **LEFT AND RIGHT** door using the same key and open the right door manually. The alarm will sound. Enter the alarm code provided to you onto the keypad to your right (see photo last page). You can use the doors manually if the automatic system remains on locked (Padlock is indicated). However, if you have disabled attendees you will need to activate the automatic door system. In this case - Turn around to face the double doors you entered and switch the doors to Automatic by pressing the "Auto" bottom right button (↔ symbol) on the digital switch to the right of the door you are facing and at head height (see photo last page). **Release/open both door handles to allow the doors to open freely.** Once this is selected, everybody must be briefed that the doors will only open when the external and internal Push Pads are pressed and **MUST NOT** be used manually. Keep the external door key in your possession.

Closing the Hall. Check all lights are off. Once everybody has left the hall, **it is very important to first switch the doors to lock** by pressing the bottom left button (padlock symbol) on the digital switch (see photo last page). Set the alarm by inserting the same alarm code, step outside and close both doors. Lock **both doors** after lifting the handles up first. Reopen combination safe and insert key inside. Be sure to lock combination safe before leaving and check it is secure.

Caterers and Guests. Please ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period. Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After midnight (unless the event is Christmas/New Year's Eve) only those helping to clear up the village hall should be on the premises.

Safety. The village hall has a No Smoking Policy. In the event of a fire, the village hall should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999. The exact location of the nearest telephone, fire exits and fire extinguishers must be noted before the village hall is occupied and the manner of opening Fire Doors should be made known to your guests. (A sketch plan showing these is shown on the following page). The village hall's first aid box & health and safety file is kept in the kitchen cupboard.

Stores. Please use the trolleys provided for moving chairs and tables in order to avoid injury. Please stack chairs and tables in the storeroom in a safe manner.

Power circuits/heating. Please let us know if you need the Village Hall to be particularly warm or cold. Do not adjust individual thermostats as this will result in the village hall being too cold or hot for subsequent users.

Telephone. The village hall does not have a telephone. You are advised to bring a fully charged mobile telephone for your own personal use.

Car parking. The village hall car park will accommodate a good number of cars if they are parked sensibly. Any overflow may park on the Playing Fields but you must request the key to the playing field when you book the Village Hall.

Consideration for others. Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are disturbing to local residents. Please do not use drawing pins or sellotape on the walls or other surfaces. Do not fix decorations near light fittings or heaters.

Cleaning. Please leave the village hall clean and tidy and leave waste in the bins outside in the car park or take it home. In particular we ask you to ensure table tops are wiped clean before being stacked in the storeroom.

Faults/ damage/ comments. Please report any faults or damage to the management committee as soon as possible so that they can be rectified quickly. The management committee welcome comments or observations that you may have about your hire of the village hall.

The Fire Exit Doors and Fire Appliances Plan is on the following page. Photographs of the digital alarm and the automatic door digital display are shown on the last page.

NOTES:

- Lighting layout to be provided by specialist
- All lighting to be energy efficient bulbs
- Switches to be within zone 400-1200mm above ffl (**Part M**)
- Wall mounted sockets to be within zone 400-1000mm above ffl (**Part M**)
- All sockets to be at least 350mm from corners
- All electrical works to be carried out by a **Part P** certified contractor

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HEATING:
New boiler to supply new radiators in
positions to be confirmed/ agreed on
site with heating engineer

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- ceiling mounted extract with 15 minute overrun to be switched with light control

FIRE KEY

	smoke detector (type & exact locations to be agreed with specialist)
	heat detector
	Fire Blanket
	denotes fire escape
	fire extinguisher including CO2 in Kitchen

Note:
all users of building to be made aware by suitable signage of fire escapes and safe assembly point in the event of a fire.

a plan of the fire escapes is to be made available in the entrance lobby

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- | | |
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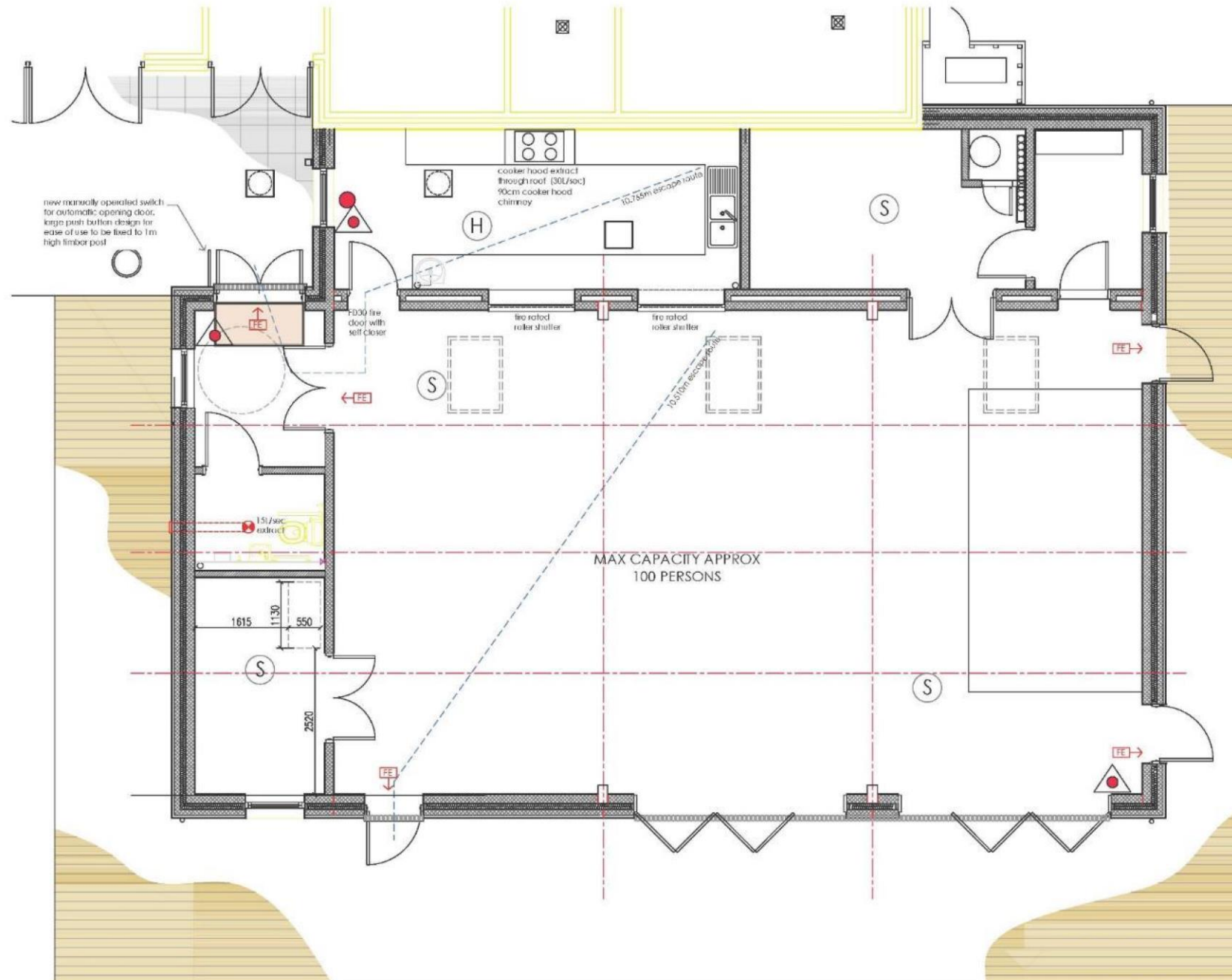
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Photographs of the Digital Alarm and the Automatic Door Digital Display

Location of Alarm Digital Display	Location of automatic Door Digital Display	Press ↔ button to switch to automatic	Press Padlock button to switch to Lock
			
Situated to the right of the main doors as you enter	Situated to the right of the main doors at head height as you look out of the hall	Situated at the bottom right of digital display	Situated at the bottom left of digital display