

# **Kentford and Kennett Village Hall Association**

## **Lettings and Conditions of Hire Policy**

### **Introduction**

These conditions of hire apply to all hiring of the Kentford and Kennett Village Hall or parts thereof. Should there be any doubt as to the interpretation of these conditions the matter should be referred to the Management Committee for clarification. The Management Committee reserve the right to cancel or change a booking if necessary and to refuse a verbal booking without giving a specific reason.

### **Supervision**

The Management Committee does not allow the Hall to be used for events that could cause disruption, disturbance or upset to local residents. These potentially include auction sales (unless for charity) and events involving livestock.

The hirer is responsible for the supervision and care of the premises, its fabric and its content and shall be responsible for any damage caused. The hirer is also responsible for the conduct of all persons using the premises and also their behaviour on leaving. Any damage caused must be paid for. Hirers may be asked to pay a deposit towards any possible costs incurred.

### **Use of the premises**

The hirer must not use the premises for reasons other than those specified in their application for hire nor sublet the premises to other persons. The premises must not be used for any unlawful purpose or for any activity likely to be hazardous to the building or to any persons therein.

There are no bar facilities at present and the hall does not have an alcohol licence (this is subject to review). No alcohol may be brought onto the premises without permission from the Management Committee.

### **Public Safety and Compliance**

The hirer must comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority and the Village Hall Health and Safety Policy.

### **Health and Safety**

Hirers will have access to a copy of the Health and Safety Policy and will be given the Lettings and Conditions of Hire document. There are direct fire exits from all parts of the Hall. Users should acquaint themselves with all exits (normal & emergency). These doors (internal & external) must be kept clear at all times such as not to impede emergency evacuation.

All fire doors are marked as such and under no circumstances should they be wedged open. For any major events involving numbers exceeding 30, the hirer must check that all exits are unobstructed. This includes checking that emergency exits are unlocked and functional as intended. The external doors at the main entrance should remain unlocked when the hall is in use. In the event of an outbreak of fire, however slight, the building must be evacuated immediately. Fire extinguishers are provided at two exits to assist in clearing a path for emergency exit. The muster point is the car park. Wherever feasible and safe to do so, doors and windows should be closed to reduce the spread of the fire. The Fire Service should be called on 999 as soon as possible. The hirer should know how many people are present in their group and is responsible for making them aware of the correct procedure in the case of fire.

It is the responsibility of the hirer to safeguard children and young people according to the Government Code of Practice.

All accidents must be reported to the Village Hall Committee as soon as possible.

## **Health and Hygiene**

No cooking or preparing of food is permitted without the permission of the Management Committee. If preparing, serving or selling food, the hirer must observe all relevant food and hygiene regulations. Any regular group using the kitchen to prepare hot food or sandwiches will need to fill out a form and Environmental Health will do any necessary inspections (this is free of charge).

No birds or animals other than guide dogs may be brought into the building.

In accordance with national regulations, there is to be no smoking of cigarettes, pipes or cigars anywhere on the premises. Electronic cigarettes may be permitted if other users at the time are content with their use.

## **Electrical Appliance Safety**

Any electrical appliance brought into the building must carry a PAT certificate.

## **Indemnity**

The hirer must indemnify each member of the Village Hall Committee, Hall employees, Agents and Invitees against the cost of repair of any damage caused to any part of the premises and its contents. Also all claims in respect of loss of property or injury to persons arising from the use of the hall. The hirer may be asked to produce evidence of current insurance cover on the above.

## **Bookings**

Regular users have the facility to book the Village Hall on a series of dates. If the hirer cancels a booking, re-payment of the hire fee shall be at the discretion of the Committee.

The Committee reserves the right to cancel a booking in the event of:

- The premises being required for use as a Polling Station
- The premises being required for emergency accommodation
- The Committee considering that the hiring could lead to a breach of the licensing conditions or that unlawful or unsuitable use of the premises may arise
- The premises becoming unfit for use by the hirer. In such a situation, the hirer shall be entitled to a full refund of the hire fee paid. The Committee shall not be responsible for any resulting direct or indirect loss or damages incurred by the hirer.

## **Maximum Numbers of persons permitted in the Village Hall**

The normal maximum capacity is considered to be 100 depending on the type of event. If it is expected to be greater than this, the Management Committee should be informed.

## **Restrictions on Use**

The use of any form of smoke generation or dry ice making machinery is strictly forbidden without written permission of the Committee.

## **State of Premises**

No alteration of the premises is permitted nor may placards, decorations or other such items be attached to any part of the premises without the written approval of the Committee. The hirer must remove any such items before leaving and must make good any damage caused thereby. Children's drawings, painting or any other such paraphernalia used by Schools or Nurseries shall not be put on, or attached to any walls, floors or ceilings within the Village Hall or Pavilion.

The hirer must seek permission before building and using the temporary stage as it may inconvenience other hall users. A written request, giving details of the size of the structure and the length of time it will be in place, to be presented to the

Management Committee at least two months before the proposed erection, so that it can be discussed at a Committee Meeting. If permission is granted then the Management Committee will inform other Hall users.

## **Annex**

- A. Kentford and Kennett Village Hall Lettings and Condition of Hire Agreement

## **Appendix**

1. Application for consent for a Temporary Event Notice to be given for an event at Kentford and Kennett Village Hall
2. Instructions for Use of the Hall (including Opening and Closing procedures)

Registered Charity No: 300402

## Annex A: Kentford and Kennett Village Hall Lettings and Condition of Hire Agreement

(Please ensure you fill out all of the following sections at paragraphs 1.1, 1.3 to 1.8 & 2.2 and sign it at the end. Make sure you read the standard conditions of hire and particularly instructions for using the hall at Appendix 2 which includes opening/closing the hall).

DATED: 26 Jan 18

### PARTIES

- (1) The Village Hall named in clause 1.2 acting by its management committee ("Village Hall").
- (2) The person/organisation named in clause 1.3 ("Hirer").

AGREED as follows:

1. In consideration of the hire fee described in clause 1.4, the Village Hall agrees to permit the Hirer to use the premises described in clause 1.5 for the purpose described in clause 1.6 for the period(s) described in clause 1.1. The details inserted in sub-clauses 1.1 to 1.6 below and the answers to the questions in sub-clauses 1.7 and clause 2 are terms of this agreement. This Hiring Agreement includes the annexed Standard Conditions of Hire and any Special Conditions of Hire.

#### 1.1 Date(s) required:

Day(s)

Month

Time required (Hours)

From:

To:

Preparation & Clear up Time:

#### 1.2 Village Hall

(a) Registered Charity No. 300402

(b) Authorised Representatives: Robin Swanson / Diane Wallis

Addresses: 22 Station Road, Kennett, CB9 7QD / 126 Station Road, Kennett, CB8 7QQ

Telephone Numbers: 07773 653344 / 07724 611554

#### 1.3 Hirer:

(a) Name:

(b) Organisation (if applicable):

(c) Name of Organisation's Authorised Representative (if applicable):

Address of Hirer/(Representative)

Telephone Number & email of Hirer/(Representative)

1.4 The Hirer shall pay a deposit at least half the cost of the booking when agreement is signed. The balance of the booking fee is payable the day before the event for which the premises are hired (the deposit having been paid when the agreement is signed). Regular hirers who use the hall on a weekly basis may pay in arrears at the end of each Calendar month but this agreement is binding for all use even if there is early termination.

Payment can be made by Cheque (payable to Kentford and Kennett Village Hall Association & write the date of your event on the back) or by BACs; Sort Code 20-60-38, Account No 70544159. If paying by BACs, use the 6 figure date of your booking followed by your surname as the reference (e.g. 060118Robertson for an event for Mrs Robertson on 6 Jan 18). We do not take cash.

Agreed hiring rate: £

Full cost £

Balance due after deposit £

Payable by no later than the day before the event for which the premises are hired (the deposit having been paid on the signing hereof).

1.5 Commercial Use? Yes /No. Additional condition for use with commercial hirers:

“Village halls are usually held on strict trusts with the Charity Commission for the purposes of a village hall. The management committee is bound to ensure that the hall is administered in accordance with those trusts. Accordingly the village hall is bound to preserve and hereby reserves the right to terminate this Agreement by not less than 7 days’ notice in writing to the Hirer in the event of the hall being required on the same date/time for the fulfilment of its charitable purposes. In the event of such termination by the village hall, the village hall shall refund to the Hirer all monies paid by the Hirer to the village hall. The village hall shall not however be liable to make any further payment to the Hirer in respect of expenses, costs or losses incurred directly or indirectly by the Hirer in relation to the termination”.

1.6 Premises

Whole of Hall?

If part of hall please specify?

Storage of equipment?

1.7 Describe purpose/description for hiring the hall?

Will tickets be sold for your event? Yes/No

Is food to be provided at the event? Yes/No

1.8 The Village Hall has Premises License authorising the following regulated entertainment and licensable activities at the times indicated. Please confirm which licensable activities will take place at your event. State “Yes” to all that apply.

Activity	The Hall is licensed for	Times for which the activity is licensed	Activities to take place at your Event
a. Performance of Plays	No		
b. The exhibition of Films	TBC		
c. Indoor Sporting Events	Yes authorised by Village Hall Association	0900 - Midnight	
d. Performance of Live Music	Yes – PRS and PPL <sup>1</sup>	1000 - Midnight <sup>2</sup>	
e. Playing of Recorded Music	Yes – PRS and PPL	As for Activity d	
f. Performance of Dance	No		
g. Entertainments similar to a – f	PRS and PPL only	As for Activity d where amplified music is played	
h. Provision of hot food or drink	No		
i. Sale of alcohol	No		

<sup>1</sup> Performing Rights Society (PRS) for Music at Work and Phonographic Performance Ltd (PPL)

<sup>2</sup> Except Christmas Eve and New Years Eve when permitted to 0100 the following morning

2.1 Where a licensable activity will take place, the Hirer hereby acknowledges receipt of a copy of the conditions of the Premises Licence and/or operating Schedule for the premises, in accordance with which the hiring must be undertaken, and agrees to comply with all obligations therein.

2.2 Will alcohol will be available at your event? Yes/No  
Have you indicated at 1.8 (i) that alcohol will be sold at your event? Yes/No

If you answer yes to one or both of these questions, you will need to seek written permission from the management committee by completing the appropriate form at Appendix 1. If you have applied to sell alcohol at your event and the committee have agreed, you will need to complete a Temporary Event Notice (TEN).

2.3 The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers.

Main hall	100
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2.4 The hall has a licence with the Performing Right Society for the performance of copyright music but THE HIRER is responsible for ensuring they have their own PPL where necessary to play recorded music. A PPL Licence is not required for private parties such as family events, weddings or birthday parties. For further information, please contact PPL phone 020 7534 1070 web [www.ppluk.com](http://www.ppluk.com).

2.5 In order to hold a licensable activity on the premises or on part of the premises not covered by the hall's Premises Licence, a Temporary Event Notice (TEN) will need to be given to the licensing authority (ECDC).

The Hirer shall obtain the written consent of the management committee on the form provided for this purpose before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the hall management committee and local voluntary organisations. Go to <https://www.eastcambbs.gov.uk/licensing/temporary-event-notice>

3. The Hirer agrees with the Village Hall to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

4. It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence (2.1) or that the village hall management committee deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Village Hall and the Hirer.

5. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

As Witness the hands of the parties here to:

Signed by one of the persons named at 1.2(b) above, duly authorised, on behalf of the Village Hall's Management Committee

Signed by the person named at 1.3(a) above or at 1.3(c) above, duly authorised, on behalf of the organisation named at 1.3(b) above, where applicable (Ensure you have answered all questions in paragraphs 1.1, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8 & 2.2)

**YOU NEED ONLY PRINT AND SCAN THE FIRST THREE PAGES OF THIS AGREEMENT BEFORE RETURNING IT TO THE MANAGEMENT COMMITTEE. FOR THOSE WITH NO SCANNING FACILITY, RETURN HARD COPY BY HAND OR POST.**

## **Standard Conditions of Hire**

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. **Film**

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.

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.



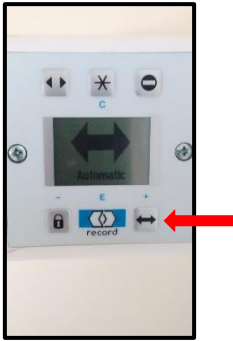









**Photographs of the Digital Alarm and the Automatic Door Digital Display**

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