

Kirklevington Memorial Hall



Standard Conditions of Hire

These standard conditions apply to all hiring of the Hall. If the Hirer is in any doubt as to the meaning of any of the following, the Hire Secretary should immediately be consulted. *(Note 1)

1. Supervision. The Hirer shall be aged 25 or over *(Note 2) and during the period of 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 Trustees, 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.

2. Use of Premises. The Hirer shall not use the premises for any purpose other than that described in the Hire 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.

3. 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.

4. Licenses. The Hall holds a Performing Rights Society License and Phonographic Performance Ltd License which permit the use of copyright music in any form e.g. record, compact disc, tapes, radio, or by performers in person. If other licenses, such as a Temporary Event Notice,* (Note 4) are required in respect of any activity in the Hall, then The Hirer should ensure that they hold the relevant license.

5. 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, 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.

(a) Notices regarding the following are displayed on the Village Hall notice board (& balcony if booked). The Hirer must ensure that these are read carefully:-

- 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.
- 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) At the start of a booking 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.
- That any fire doors are not wedged open.

- That there are no obvious fire hazards on the premises.

6. Means of Escape. All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

7. Outbreaks of Fire. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to any one of the Hall's Trustees as soon as possible.*(Note 1)

8. 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 provided with a refrigerator and a small freezer.

9. Smoking. Smoking is prohibited in the Hall in compliance with the prohibition of smoking in public places provisions of the Health Act 2006 and the regulations made there under. Any person who breaches this provision shall be asked to leave the premises.

10. 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. All electrical equipment brought into the hall must be PAT tested.

11. 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 external areas & equipment, or the contents of the premises.

(ii) all claims, losses, damages and costs made against or incurred by the Hall's Trustees, 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.

(iii) all claims, losses, damages and costs made against or incurred by the Hall's Trustees, 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.

(iv) the Hirer shall indemnify & keep indemnified accordingly each Trustee of the Hall and the Hall's employees, agents, & invitees against such liabilities.

(b) All Hirers making use of third party service providers, e.g. discos, bouncy castles, caterers etc. must ensure that such providers have public liability insurance in place & it is their responsibility to check this before the hire commences.

(c) Commercial hirers [defined as where the hirer charges a fee & is effectively running a private business] must have their own public liability insurance in place. The Hire Secretary may ask to see a copy of the policy in advance of the hire taking place. Failure to supply this will invalidate the hire agreement.

12. Accidents and Dangerous Occurrences. The Hirer must report all accidents involving injury to the public to any one of the Hall's Trustees **as soon as possible** and complete the relevant section in the Hall's accident book.*(Note 4) Any failure of equipment 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 Hall Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

13. Explosives and Flammable Substances. The hirer shall ensure that (a) Flammable substances are not brought into, or used in any part of the premises (including candles) and that (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Hire Secretary. No decorations are to be put up near light fittings or heaters.

14. 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 Hire Secretary. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

15. 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. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. 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. No illegal drugs may be brought onto the premises.

16. 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 Hall. No animals whatsoever are to enter the kitchen at any time.

17. Child Care 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 of Vulnerable Groups Act 2006 and that only fit and proper persons who have passed the appropriate Disclosure & Barring Service checks 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 Hire Secretary with a copy of their DBS check and Child Protection Policy on request. This clause is not applicable to children's parties when the child's parent, or official carer is present.

18. 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 all of the Hall's Trustees 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.

19. 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.

20. Cancellation. If the Hirer wishes to cancel the booking before the date of the event and the 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 Hall. The Hall's Trustees reserve 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, by-election, or other election; (b) the Hall 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 Hall's Trustees shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

21. 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 Hall's Trustees shall be at liberty to make an additional charge.

22. 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, ensure at all times that volume levels are not excessive & do not impact on nearby residents and comply with any other licensing condition for the premises.

23. Stored Equipment. The Hall's Trustees accept 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. For one-off hires all equipment and other property must be removed at the end of each hiring or fees will be charged for each day or part of a day at the applicable rate until the same is removed. For recurring/group hires that have allocated storage space, the Trustees reserve the right to inspect such spaces & their contents. Any conditions or content deemed to be unacceptable will be notified to the hirer's representative who will be responsible for arranging the necessary remedial action. The Trustees may, at their discretion, dispose 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.

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 Hire Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Hall remain in the premises at the end of the hiring. It will become the property of the Hall unless removed by the hirer who must make good to the satisfaction of the hall or, if 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. Dangerous and unsuitable performances. Performances involving danger to the public or of a sexually explicit nature are forbidden.

27. Access control – Issue of Keys & Registration of Keyholders. Organisers of recurring hires will be provided with a numbered key to the hall's main entrance door. The key will be issued to a named individual & a signature is required acknowledging its receipt. In the event that the registered keyholder ceases to be involved with the hire activity, or wishes to hand over the assignment of the keyholder to another member of their organisation, then the Hall Secretary shall be notified & the new holder will be required to sign the register. Occasional use of the key by other members of the group, as authorised by the registered keyholder, is allowed without any notification being required. Access to the hall by use of a registered or delegated keyholder shall only be for the purpose[s], days & times as specified in their hall hire agreement. The key remains the property of Kirkleavington Village Hall. It may be withdrawn &/or replaced as the Trustees deem necessary with advance notice being provided, unless exceptional circumstances preclude this. Irrespective of the type of hire, copies of the main door access key may not be made. In the event that additional keys are required by a hire group, all of the above requirements apply.

28. Parking & CCTV. 14 parking spaces are available at the south side of the hall directly off Pump Lane. The availability of this parking is not guaranteed neither is it controlled. Owners/Drivers of vehicles parked at the hall do so at their own risk against any loss or damage. The Trustees accept no liabilities in respect of vehicles so parked, use of the car park, or any injuries that may arise as a consequence of such vehicle movements. CCTV monitoring of the car park & areas adjacent to the hall are operating on a continuous basis. An additional 25 public parking spaces [provided by the Story Homes development] are available at the corner of Pump Lane south of the hall. Parking along the one-way section of Pump Lane, and/or on any sections of adjacent highways marked with double yellow lines, is prohibited.

NOTES:

- 1.) A List of Trustees & contact details can be found on the large hall notice. Also PRS/PPL Licence & Public Liability Insurance details.
- 2.) Latest finishing time of parties must be 23:30 & the hall must be secured & vacated by midnight [New Year's Eve excepted].
- 3.) The Trustees do not allow teenage only parties. The exception being where there are all family age groups present & at least 6 supervising adults over the age of 25.
- 4.) A TEN [Temporary Event Notice] will be required if a hire involves the sale or supply of alcohol, or certain other licensable activities.
Full details are available via this link:
<https://digital.stockton.gov.uk/TEN>
- 5.) The accident record book is located near the counter top freezer in the kitchen. A first aid box is located in the kitchen drawers below the hatch to the small hall. Use of the contents of this first aid box, & any subsequent medical condition arising from such use, is the responsibility of the hirer.

Last updated 20th July 2023.