

HIGH KELLING VILLAGE HALL (Registered Charity No. 303989)

STANDARD TERMS AND CONDITIONS OF HIRE

www.highkellingvillagehall.weebly.com

(If the Hirer is in any doubt as to the meaning of the following,
the Bookings Secretary should be consulted immediately)

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative. For the avoidance of doubt, additional sheets relating to Fire Safety and Information for Hiring Applications form a part of these Standard Terms and Conditions of hire.

1. THE HIRER will, during the period of the hiring, be responsible for the 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.

2. THE HIRER shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or allow the premises to be used for any unlawful purpose nor do anything or bring anything onto the premises that may endanger the same or render invalid any insurance policies in respect thereof.

3. THE HIRER will not allow the consumption of alcoholic liquor on the premises without prior agreement from the Bookings Secretary.

4. THE HIRER must not use the hall for any event or purpose or permit attendees to act in a way that promotes inequality, discrimination or oppression on the grounds of gender, gender reassignment, age, colour, race (including nationality, racial or national origins or cultural heritage) mental or physical disability, mental status, social background, sexual orientation, religion, belief or political views.

5. THE HIRER must acquaint themselves with the conditions of the Hall's Premises Licence, covering the sale of alcohol, and the Hall's Performing Rights Society Licence, permitting the playing of copyright music, ensuring all the obligations are complied with. Outlines of the Licences are available on request from the Hall Secretary. Note that the PRS conditions cover all events when music is played and the Premises Licence also applies where an attendee receives a drink as part of an entrance fee.

6. THE HIRER shall be responsible for compliance with the Premises Licence if intending to sell alcohol on the premises. A summary of the Licence is displayed on the premises. In particular, they must ensure that all sales are made by a responsible person, over the age of eighteen. **THE HIRER** is under a duty to ensure that no alcohol is sold to a person who is, or appears to be, under the age of eighteen. To achieve that they must adopt the "Challenge 21" policy where a prospective purchaser of alcohol, who appears to be under twenty-one years of age, is required to provide photographic proof of age before the sale is made.

7. 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.

8. THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment or stage plays. **Emergency Exits must at all times be clear of obstacles and access to the fire extinguishers must not be impeded.**

9. THE HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

10. THE HIRER shall ensure that any electrical appliances brought by them to the premises and used there, shall be PAT tested, in good working order, and used in a safe manner.

11. THE HIRER shall reimburse the Village Hall Management Committee for the cost of repair of any damage done to any part of the property, including the curtilage thereof, or the contents of the buildings, which may occur during the period of the hiring as a result of the hiring.

12. IF THE HIRER wishes to cancel the booking before the date of the event and the Committee is unable to conclude a replacement booking, the question of the payment or the repayment of the agreed fee shall be at the discretion of the Committee. In the case of a regular monthly or weekly booking, **THE HIRER must give 7 days notice of a cancellation to the Bookings Secretary or payment for said session will be payable.**

13. THE HIRER shall ensure that the minimum of noise is made by attendees on arrival and departure.

14. THE HIRER shall ensure that no animals except assistance dogs are brought into the hall.

15. THE HIRER shall ensure that any activities for children under eight years of age comply with the provisions of The Children's Act 1989 & amendments in The Children's Act 2004, and any other legislative regulations currently in force, and that only fit and proper persons have access to children using the premises.

16. AT THE END of the hiring, **THE HIRER** shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured, unless directed otherwise, with all lights and portable electrical appliances switched off, and any contents temporarily removed from their usual positions properly replaced, otherwise the committee shall be at liberty to make an additional charge. **THE HIRER is reminded to ensure that Emergency Exits are left clear of obstacles and that access to the fire extinguishers is not impeded.**

17. INVOICING for all bookings in any month takes place at the end of that month. **Please note that payment is due immediately upon receipt, either by cash or cheque** to the Treasurer or paid directly into to the Hall's bank account, **High Kelling Hall Fund – bank sort code 20-30-81, account 00348112.**

18. THE HALL MANAGEMENT COMMITTEE reserves the right to cancel any hiring should the hall be required for use as a Polling Station for a Parliamentary or Local Government election or by-election, or to hold a memorial celebration of any ex-High Kelling resident, in which cases the Hirer shall be entitled to a refund of any payment already made.

19. IN THE EVENT of the hall, or any part of it, being rendered unfit for the use for which it has been hired, the committee shall not be liable to **THE HIRER** for any resulting loss or damage whatsoever.

20. THE COMMITTEE reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to **THE HIRER**.

21. HIGH KELLING RESIDENT'S FUNERAL FUNCTION – It is the practice that the village hall is made available for a funeral function to the relatives or friends of any High Kelling resident who has died. Should this occur, as much notice will be given as possible but it may be less than seven days and verbal, rather than written, due to the extenuating circumstances.

22. SAFEGUARDING OF CHILDREN AND VULNERABLE ADULTS - All hirers who wish to use the hall for activities which include children and adults at risk, other than for hire for private parties arranged for invited friends and family, will need to either produce a copy of their Safeguarding Policy and evidence that they have carried out relevant checks through the Disclosure and Barring Service (DBS) when requested to do so or, confirm that they have understood and will adhere to the hall's principles and procedures with regard to safeguarding.

CLAUSES 18 TO 21 – In all of these circumstances, any payment already made to the Committee for the use of the hall will be refunded in full but the Committee will not be responsible for any other costs or losses incurred by THE HIRER.

COMPLAINTS PROCEDURE

All complaints must be put in writing and sent to the Bookings Secretary, who will present them to the next monthly meeting of the Hall Management Committee or to a special meeting if the complaint is serious and a reply will be sent to the complainant by first class post within 5 days of the meeting.

Reviewed: April 2024