

## KINGSWOOD VILLAGE HALL

### TERMS AND CONDITIONS OF HIRE – REGULAR USERS

Any agreement with the Trustees of the Kingswood Village Community Association, registered charity number 275187 (“KVCA”) for the hire of the Kingswood Village Hall, including the car park and ancillary buildings or any part thereof, (the “Village Hall”) is subject to these Terms and Conditions of Hire (the “Hire Conditions”).

**These Hire Conditions have been made available to the Hirer before the confirmation of the booking by the KVCA and by proceeding with the booking and /or paying any hire or other fee or charge or deposit the Hirer accepts these Hire Conditions. In these Terms and Conditions reference to the KVCA Authorised Representative is to the person or person for the time being designated as such to the Hirer**

#### **1. Undertakings of the Hirer**

The Hirer undertakes to: -

- ensure that the Hirer and any attendees have an understanding of the Hire Conditions for the time being in force
- be present, or arrange for sufficient adult representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained in, or referred to, in these Hire Conditions and any relevant licences

#### **2. Payment of charges and deposits by the Hirer**

The Hirer undertakes to pay promptly upon request and otherwise within the period specified by the KVCA and in any event at least seven days before the commencement of the hire in question: -

- any hire or other fee or charge which may be agreed with the KVCA,
- any deposit required by the KVCA which shall be held by the KVCA to secure any booking and/or held against any damage which may be caused by the Hirer or their attendees during the hire of the Village Hall and which will be returned at the end of the hire provided that there has been no such damage, that the Village Hall is left in a suitable condition for the next Hall User and at the discretion of the KVCA.

#### **3. Responsibilities of the Hirer**

The Hirer shall be responsible during the period of hire for: -

- being familiar with, and complying with, the relevant Hall User Guide sent to them by the KVCA
- ensuring that the Village Hall is kept secure for the duration of the hire
- supervision of the use of the Village Hall and the care of its fabric and contents
- ensuring that the Village Hall (including the entrance hall, lobby, kitchen, kitchen appliances and toilets) and the surrounding areas including the car park are left clean and tidy, with **all rubbish removed from the site** before the end of the hire or, as long as it doesn't contain food waste, deposited in the kitchen rubbish bin provided. The Hirer should also use the cleaning equipment and supplies provided by the KVCA for such purpose but may also use the Hirer's own materials and equipment if agreed with the KVCA Authorised Representative
- ensuring that all equipment, chairs and tables have been returned to their storage positions safely, the Village Hall is cleared of people, all lights switched off, boiling water heater in Kitchen switched off (if used) and the Village Hall secured
- ensuring that any keys are returned promptly to the recipient designated by the KVCA following which any deposit taken by the KVCA for the keys safe return will be refunded
- ensuring that any temporary fittings and fixtures supplied by the Hirer comply with Health and Safety guidance and in particular ensuring that any decorations used are not a fire hazard
- ensuring that any equipment or electrical appliances brought into the Village Hall and used there shall be certified safe and in good working order; any such equipment is used at the Hirer's own risk.
- ensuring that any audio visual and overhead projector system hired to the Hirer by the KVCA is used in a safe and responsible manner and in accordance with the instructions for its use
- ensuring that no animals or birds, except registered guide dogs, are brought into, or used in, the Village Hall without the written permission of the KVCA
- ensuring that no animals enter the kitchen at any time
- ensuring that no barbeques, gas appliances or highly flammable substances are brought into the Village Hall or used in the car park or surrounding area, without the written permission of the KVCA
- ensuring that the Hirer and any attendees respect the fact that the Village Hall is situated in a residential neighbourhood and conduct themselves accordingly, by for example taking care not to play music or make any other sounds at inappropriate levels or at all after any cut off time specified by the KVCA for the finishing of the playing of any music

#### **4. Use of Village Hall**

The Hirer shall not: -

- sub-let or use the Village Hall for any purpose other than that described at the time of booking
- use the Village Hall or allow the Village Hall to be used for any unlawful purpose or in any unlawful way
- do anything or bring into the Village Hall anything which may endanger the Village Hall or any users or render invalid any insurance policies in respect thereof
- allow the use of drugs in the Village Hall

- allow smoking or vaping in the Village Hall or within 15 metres of any of the entrances
- affix any decorations on any part of the Village Hall, except from any hooks or fixtures on the Village Hall walls provided for such purpose and shall not use any blu-tack, drawing pins or adhesive tape or similar materials for any such purpose
- make any alterations or additions to the Village Hall and install or affix any fixtures or placards or other articles on or to any part of the Village Hall without the prior written permission of the KVCA Authorised Representative
- erect or install any structure (including but not limited to bouncy castles) in the Village Hall without the written permission of the KVCA. Such permission will not be granted if there is risk that the use of any such structure could cause damage to the Village Hall.

#### **5. Car parking**

- Vehicles are parked at the owner's risk and may only be parked in the spaces marked for KVCA users.
- There is a 'right of way' for other vehicles through the car park which must not be obstructed. Members and visitors must be warned to take care.
- The warning sign stored in the Foyer must be placed at the entrance to the car park and brought in again at the end of the Hirer's session.

#### **6. Village Hall Licence and other relevant legislation**

The Hirer: -

- is responsible for conforming to the terms of any Village Hall Licence granted to the KVCA (which currently covers only playing live music and/or recorded music), including, but not limited to, permitted hours for such licensable activities
- shall in the event that the Hirer requires a licence for the sale of alcohol at an event apply for and obtain any such licence in a timely manner, pay all fees as are required for such a licence and conform to the terms of any such licence, including, but not limited to, permitted hours for licensable activities provided always that no alcohol shall be served to any person under 18 years of age. The Hirer shall also inform the KVCA that a licence has been obtained.
- shall ensure that no excessive noise shall occur, particularly late at night or early morning, with a minimum amount of noise being made by any persons on arrival or departure

The Hirer shall ensure that the Hirer and any users:

- do not contravene the law relating to gambling, betting and lotteries
- comply with all conditions and regulations required by the Licensing Acts, particularly in connection with events which include public dancing or music, stage plays or films or similar entertainment taking place at the Village Hall

#### **7. Fire Regulations**

The Hall is protected by a Fire Alarm system connected to a monitoring centre.

- If the Hall needs to be evacuated for any reason, the Hirer must direct all those present to the Assembly Point which is at the rear of the car park by the large mural on a shipping container, identified by a sign.
- Prior to the start of any event the Hirer should indicate the fire exits and the Assembly Point to the persons attending the event.
- The Hirer must ensure that all fire exits in the Village Hall are kept clear at all times and that the Village Hall entrance lobby and foyer are not blocked by any items.
- If the Fire Alarm sounds during a session, the Hirer must ensure the evacuation of all occupants to the Assembly Point which is at the rear of the car park by the shipping container mural.
- If a fire is discovered which cannot immediately be extinguished, the Hirer must ensure the evacuation all occupants to the Assembly Point, activate the Fire Alarm by pressing the red button by one of the exit doors.
- In either case the Hirer must then ring 999 and ask for the fire brigade to attend. Following that the Hirer should ring the Hall Manager Simon Peacock on 07376 164050 and wait for the fire brigade to arrive.

#### **8. Compliance with legislation relating to children and vulnerable adults**

The Hirer shall ensure that any activities at the Village Hall for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to, or supervision of, such children or adults and the Hirer acknowledges and accepts that Child Protection Policies are the responsibility of the Hirer.

#### **9. Indemnity and insurance**

The Hirer shall indemnify and keep indemnified (except in the case of negligence causing death or personal injury) each of the Trustees of the KVCA and the KVCA and their and its respective employees, contractors, volunteers, agents and invitees against:

- the cost of repair of any damage done to any part of the Village Hall including the curtilage thereof or the contents of the Village Hall
- all actions, costs, claims, proceedings and costs of proceedings arising from the use of the Village Hall by the Hirer or any of their attendees or breach of any of the Hire Conditions or and any other conditions specified to the Hirer by the KVCA
- all actions, costs, claims, proceedings and costs of proceedings, including without limitation, damage for loss of property or damage to persons arising from the use of the Village Hall and the storage of equipment by the Hirer

and the Hirer shall make good or pay for all damage including accidental damage to the Village Hall or to the fixtures, fittings or contents or for the loss of contents

The Hirer undertakes

- in the case of the Hirer being a firm or company or business organisation, to have all relevant and appropriate insurance (which shall also include public liability insurance with a minimum public liability cover of £1,000,000).
- that any person firm or company engaged by the Hirer for the provision or supply of goods or services in connection with the hire of the Village Hall shall have all relevant and appropriate insurance which shall include public liability insurance with a minimum public liability cover of £1,000,000.

#### **10. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to an authorised representative of the KVCA as soon as possible and complete a form in the KVCA's Accident Book which is located in cupboard labelled Accident Book in the Kitchen. The Hirer shall ensure that the appropriate medical assistance is sought or an ambulance called.

Any failure of equipment either of the Hirer or of the KVCA must also be reported as soon as possible to the KVCA Hall Manager.

#### **11. Stored Equipment**

The KVCA may provide storage space for regular users and may charge a deposit for the use of a key to such spaces. The keys remain the property of the KVCA and on request must be returned to the KVCA.

The KVCA accepts no responsibility for any stored equipment or other property brought onto or left at the Village Hall and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the Village Hall by agreement must be removed at the end of each hire period or storage period. The KVCA may dispose of any such items 7 days thereafter by sale or other wise on such terms and conditions as it thinks fit and charge the Hirer daily storage fees incurred in storing or selling or otherwise disposing of the same.

#### **12. Cancellation by the Hirer**

If the Hirer cancels a booking before the date of an event and the KVCA is unable to conclude a replacement booking, the KVCA may in its discretion require a further payment of hire fees or withhold all or part of any deposit or hire charge held.

#### **13. Cancellation by the KVCA**

The KVCA reserves the right to cancel any hiring by written notice to the Hirer:

- in the event of the Village Hall being required for use as a Polling Station.
- if the KVCA reasonably considers that such hiring may lead to a breach of licensing conditions or any other statutory or legal requirements or unlawful or unsuitable activities may take place at the Village Hall as a result of the hiring or the Village Hall have become unfit for the use intended by the Hirer

In any such case the Hirer shall be entitled to a refund of any deposit paid but the KVCA shall not be liable for any resulting direct or indirect loss or damage whatsoever.

The KVCA reserves the right to cancel any hiring by written notice to the Hirer if the Hirer fails to pay all sums due by way of deposit, hiring or other fee or charge on or 7 days before the time of hiring of the Village Hall. In any such event the Hirer shall not be entitled to the return of any deposit, hire or other fee or charge

**Hiring Terms and Conditions Edition issued 13 March 2025**