

# East Keswick Village Hall

## Full Terms & Conditions of Hire



The "Hirer" is the person who signs the Booking Form and for whom the event is intended. The 'hirer' may not make a booking on behalf of a third party and shall not be under the age of 18 years, or where the Booking Form is signed on behalf of an organisation, the organisation itself.

East Keswick Village Hall is let to the Hirer on the following conditions.

The "VHMC" refers to the Village Hall Trustees and their representative (Village Hall Manager, Village Hall Events Manager)

### General

1. Users of the Village Hall must comply with the Equality Act 2011. They must ensure that the Village Hall is open to all members of the community regardless of sex, sexual orientation, nationality, age, disability, and race or of political, religious or other opinions.
2. The main hall has a maximum capacity of 180 guest seated in theatre formation or 140 guests for formal dining and 200 dancing, (these figures include helpers and performers). Actual numbers must be discussed and agreed on the booking form and are dependent on the type of hire. On no account should the agreed numbers be exceeded.
3. When the premises or any part of them are used for the purpose of public entertainment, there shall be a minimum of two persons, neither of whom shall be less than 18 years of age, on duty where under 100 persons are attending the entertainment. Where 100 - 200 are present this will increase to three.
4. All organisers of activities involving children and/or vulnerable adults should comply with the recommendations of Community Matters technical guidance on 'Safeguarding Children and Young People', 'The Criminal Records Bureau' and 'The Vetting and Barring Scheme'. Please refer to our Safeguarding Policy, available on our web site. The Trustees reserve the right to exclude from the premises any organisation that fails to comply with his requirement.
5. 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 VHMC accordingly against all actions, claims and proceedings arising from any breach of this condition.
6. The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other rights of occupation on the Hirer.
7. The Hirer cannot use the premises or facilities for any other purpose than that stated on the Booking Form.
8. The Hirer will be responsible for any damage to the Hall, damages or shortages to contents, damage to 3rd party property and any legal liability for or to those persons using the hall.
9. In the event of any such damage or shortage, the VHMC will be entitled to have the same repaired or replaced and recover the cost from the Hirer.
10. The Hirer or his representative must be in attendance during the booked period and will be responsible for ensuring all 'Conditions of Hire' are met.
11. The East Keswick Village Hall management group reserves the right to cancel any booking should the Hall become unfit for the purpose for which it was hired, or the premises being required for the use as a Polling Station for Parliamentary or Local Government elections or by-election and any emergency requiring use of the premises as a shelter for victims of Flooding, snowstorm, fire, explosion or similar disaster, in all cases without any liability for the consequential or any other loss whether to the Hirer or any third party.

12. For reasons of insurance Fireworks, including sparklers are not permitted.
13. A representative of the VHMC is entitled to be present at any function to ensure that the 'Conditions of Hire' are met.
14. The area around the hall, including the grassed area at the rear, must not be used for organised ball games (e.g. football match)
15. The Village Hall Trustees or its representatives cannot be held responsible for damage to, or loss or theft of village hall user's property or effects.
16. Any property left at the village hall and not claimed within 14 days after the of hire date will be disposed as seen fit.
17. All hire rates prices will be reviewed annually. The VHMC reserve the right to increase or decrease the level of energy surcharge as and when required.
18. These "Terms and Conditions" are updated periodically, and hirer must ensure that they have most up to date version. Latest version can be viewed or downloaded from the Village Hall's website at [www.eastkeswickvillagehall.co.uk](http://www.eastkeswickvillagehall.co.uk)

## **Car Parking**

19. There are 22 parking spaces (including 2 disabled spaces) and should not be exceeded.
20. Emergency access to the Village Hall along with emergency route (via School Lane) must be always kept clear
21. Group hirers and group leaders are responsible for managing the car parking capacity to ensure it is not exceeded, and emergency access is always maintained.
22. Overnight parking of camper vans or caravans is not permitted.
23. Vehicle and contents left on Village Hall's ground is entirely at owners' risk. The Village Hall is not held responsible for any damage, accident, or loss.

## **Internal Marquees**

24. The Hirer will be signposted to the Village Hall's authorised company for the provision of erecting internal marquees (lining).
25. The contract for internal linings is between the "Company" and the 'Hirer'.

## **Catering**

26. The Hirer may use a caterer of their choice
27. The Village Hall have a designated area for the provision of outside catering. The use of the car park and adjoining street area is strictly prohibited. Please refer to our 'House Rules' for further detail and clarification
28. The Hirer is responsible for ensuring that any persons using the access/service door, always keep it closed except for loading/unloading

## **Bar/Alcohol/Drugs**

29. No intoxicating liquors are permitted to be brought, sold or consumed on the premises without permission of the VHMC or its representative.
30. The use of drugs on/within the premises is not permitted.  
Any actions of this manner will result in the Police being called.
31. The Village Hall is licenced for the sale/provision of alcohol on Fridays, Saturdays, Sundays and Bank Holidays.

32. In the exceptional case of an external hirer, when alcohol is being brought, sold or consumed onto the premises, an EKVH representative of our choosing will be required to attend and whose role it is to assist in the smooth running of your event, and that the licensing regulations are being met and the end of evening closure time is adhered to. We also reserve the right to employ security personnel depending on the type of event. These are chargeable to the hirer. This is to meet the requirements of our licence with Leeds City Council and in consideration of our close neighbours. The EKVH representative present at the event does not have any responsibility for your complying with Terms and Conditions of Hire and cannot change them.
33. The Hirer will be provided with the name of Village Hall's partner company who is authorised to provide a bar service. Full details, pricing structure and contract will be provided by them. We do not allow any other companies to be employed by the Hirer in this provision. Any breach of the agreed service may result in the forfeiture of the hirers bond.
34. The contract for bar service is between the 'Partner Company' and the 'Hirer'
35. The bar must be closed 30 minutes before the end of the booking period or 11.30pm at the latest (10.00pm on Sundays), whichever is applicable.
36. The cost of the licence fee is included in the hire fee quote
37. The terms and conditions of our licence are available for inspection in the bar area

## **Entertainment & Responsibility for Noise**

38. The Hirer is responsible at all times for ensuring that noise is kept to a reasonable level within the building, car park and the area around the hall. Any breach of the following or any complaint received from adjacent residents will result in the non-return of hire's full bond. Please refer to our 'House Rules' for further detail and clarification
39. The Hirer may provide musical entertainment in the Main Hall. This sound system is for the use of personal equipment only, such as iPhone, iPad. DJ's & BANDS must provide their own equipment. Music is not permitted in the Verity Room.
40. There should be no external music or loudspeakers.
41. When indoor music is being played, the Hirer must ensure that all doors and windows are always kept shut to not cause any disturbance to neighbours. The benefit of sound insulation and air conditioning is available in the main hall.
42. The Hirer shall reduce the volume of music or amplification if required to do so by a member of the VH Trustees or their representative.
43. For evening bookings: the bar must be closed, and music cease 30 minutes before the end of the booking period or 11.30pm at the latest, whichever is applicable
44. The Hirer must ensure that those attending a function must leave the hall and car park with the minimum of noise, so as not to inconvenience local residents. Please be aware that CCTV recording including sound monitoring is in operation 24 hours per day.
45. The Hirer must ensure patrons use external areas of the village hall in a manner which does not cause disturbance to nearby residents and businesses in the vicinity. Patrons will not use such areas after 11pm other than to smoke which must be done close to the main entrance. This condition does not refer to the need to use the car park to arrive at and leave the village hall. For clarification in the case of weddings, if the Bride and Groom are 'seen off', this may only be conducted within the building.
46. The Hirer must ensure that the activities of persons using the external areas shall be monitored after 11pm and they shall be reminded to have regard to the needs of local residents and to refrain from shouting and anti-social behaviour etc.
47. Bottles must not be placed in any external receptacle or removed from the premises between 10pm, and 9am the following day, to minimise noise disturbance to neighbouring properties and residents.
48. The Hirer must ensure that when employing the services of a catering/service company, they do not use any vehicle that requires to be left with its engine running or the use of a generator to cause a nuisance to neighbours.

## Hirers' Liability

49. What is covered: Hire's liability covers third parties who hire our premises. Should an event occur which leads to paying damages to a member of the public for injury or damage to property, hires' liability will cover the third party's legal liability. The policy limit is £2,000,000.

What is not covered:

- Liability arising from food or drink supplied by a professional caterer.
- Liability arising out of the use of bouncy castles or other inflatables, fly walls, bungee equipment or any other similar activity equipment.
- Liability arising from bonfires and fireworks
- Liability arising out of organised contact sports (including martial arts) activities.
- Liability arising out of the use of the premises for any political groups/meetings or business activities by commercial organisations.

## Climate Change Garden

50. The new 'Climate Change Garden' is under construction and is out of bounds for private hire/public access until further notice, allowing time for new seedlings planting, grass etc to establish.

## Bookings & Administration

### For Long Weekend and Wedding bookings:

51. A completed booking form is required in the first instance. The hirer will then be invoiced for a £750 non-refundable deposit to secure the booking. Once received, the booking will then be confirmed. The balance of the hire fee (also non-refundable), will be due for payment 12 months prior to the event. If a booking is received less than 12 months to the event date, the full hire fee will be required on booking.

A damages bond of £650 and optional cleaning service costs is to be paid 6 weeks in advance of the event date.

We reserve the right to cancel the booking if the final hire payment is not received on time.

It is recommended that hirers take out their own cancellation insurance cover.

### For Single Day Event bookings:

52. A completed booking form is required in the first instance. The hirer will then be invoiced for a non-refundable deposit or hire payment in full as quoted. Once received, the booking will then be confirmed. The balance of the hire fee if applicable, together with the damages bond of up to £650 and optional cleaning service costs is to be paid 12 weeks (3 months) in advance of the hire date.

We reserve the right to cancel the booking if payment is not received on time

It is recommended that hirers take out their own cancellation insurance cover.

53. The fee entitles the Hirer to use the facilities & times as stated and agreed on the Booking Form

### For Local Group bookings:

54. The booking time starts from when you arrive to set up and finishes when you leave after clear down. These are the hours that you will be invoiced for. Any use of additional rooms must also be included on the booking form.

We kindly remind all users of the VH, that access to the premises is only permitted during your confirmed booking times. Entry to the VH in advance of a booking – for example to 'set up' or 'prepare' is not permitted unless this time has been specifically reserved and paid for as part of your booking.

**E.G.** ABC user group arrives at 9.45 to set up for an advertised event of 10am to 12pm, and after clearing up, leaves the hall at 12.15pm. The booked time should be 9.45 to 12.15 = 2.5 hours

Bookings will be invoiced in advance on the 20<sup>th</sup> of each month for payment on the 1<sup>st</sup> of the following month. Cancellations made after the 20<sup>th</sup> will still be payable

We reserve the right to cancel /postpone any regular mid-week group booking, following consultation with the hirer.

### **Refund of Bond:**

55. The damages bond will normally be returned within 14 days following the hire, minus any deductions made for:
- a Breakages, damages or excess cleaning
  - b Infringement of the 'Conditions of Hire'
  - c If a complaint about the event has been made to Leeds City Council, the Hall Manager or a EKVH representative, the deposit will be retained in full.
  - d Any such deductions are at the discretion of the Village Hall.
  - e Costs incurred in relation to additional costs of labour and cleaning if points (56-60) and not addressed (this is non arbitrary)
  - f Cost incurred in relation to storage (storage fee). This fee is incurred if the hirer (or third-party suppliers) fails to collect their items on the final day of hire – the deduction of £50 per day will be made from the bond
56. Any costs incurred by the Village Hall as a result of a complaint about the event being made to Leeds City Council, will be reimbursed by the Hirer.

### **Cancellation Policy**

57. Monday – Thursday single day bookings may be cancelled by the hirer without penalty, up to 21 days prior to the booked date.
58. Friday, Saturday, Sunday and Long Weekends/Wedding bookings may be cancelled by the hirer but will be subject to the deduction of the deposit and all hire fees already paid.

### **Responsibility for Cleaning**

The hirer is responsible for setting out of tables and chairs etc. and stacking them and returning them to their proper location. Tables should be returned clean.

59. The Hirer is responsible for washing and clearing away any crockery, glasses, and cutlery. This includes emptying the dishwashers. The Hirer must leave the facilities in a clean and tidy condition.
60. Bottles must not be removed from the premises between 10pm, and 9am the following day, to minimise noise disturbance to neighbouring properties and residents. Bottles must be removed to the nearest Bottle Bank and must **not** be deposited in the Village Hall's waste bins.
61. Cardboard, boxes etc. must be placed in the card recycling bin and **NOT** in the general waste bin.
62. The Hirer is responsible for the removal/ disposal of all materials brought onto the premises except for general kitchen waste which may be placed in the external bins provided

**Failure to comply with points 58-62 will result in an extra charge/bond deduction to cover the cost of labour, cleaning, and admin (£50 per hour).**

### **Responsibility for Electrical Equipment**

63. The hirer is responsible for ensuring that any electrical equipment (including amplification / sound systems and musical instruments) brought into the hall, whether owned by the Hirer or any third party, are safe to use.
64. Equipment brought externally needs to be PAT tested – dealing with any consequences relating to failure to comply are responsibility of the hirer

## Health & Fire Safety Regulations

65. The Hirer is responsible for familiarising themselves with the Fire and Safety Regulations as advised by the Events manager, and for ensuring compliance with such regulations by all users of the hall throughout the booking period.
66. All local regulations and rules for public safety must be strictly observed by hirers, and fire safety equipment must not be misused or removed from its designated location. Fire and other exits must not be obstructed.
67. There is a First Aid Box and Accident book in the kitchen. All accidents happening on the premises, or the curtilage must be recorded in the Accident Book and reported to the Events Manager.
68. There is a defibrillator in the main entrance area, in the event of a medical emergency.
69. Fire pits are prohibited
70. Candles must be in safe containers to avoid naked flames. Any consequences or failure to comply are the responsibility of the hirer. Furthermore, candle wax adhering to the floor or tables will be treated as “damages” and may be deduced from your bond as part of “damages” (see point 42.a)

## Arriving & Vacating the Premises

71. Please refer to your booking form to confirm the time at which you have access to the premises.

**For Long Weekend/Wedding hire the premises are AVAILABLE for the hirer from Friday at noon.**

72. The hall must be vacated, and the doors locked by the finishing time stated on the booking form or 12.15am at the latest (10.00pm on Sundays through to Thursdays), whichever is applicable and which, in all cases will not extend beyond 12.15am for each individual day comprising the period of hire.

**In addition, for Long Weekend and Wedding Hire the premises must be vacated by Sunday 12.00 noon.**

73. On leaving, the hall lights, heating, air and conditioning and amplification systems must be turned off. All internal and external doors must be locked.  
The hirer must return the keys to the Village Hall Manager or an EKVH representative at the end of the hire period.

## Local Group Hirers

74. Each group will be issued with a ‘Regular Hire Health & Safety’ notice, either annually or at the start of their hire, whichever comes first.  
It is the responsibility of the group Chairperson to comply with the Health and Safety Notice and to delegate the information provided in the document to a responsible person in the event of their absence, especially concerning Health & safety

## Commercial Hirers

75. Those hiring the hall for their personal profit or business purposes –  
It is a requirement that all hirers under this category shall have their own Public and Employers Liability insurance.

## Data Protection

76. Full details of our Privacy Policy can be found on our web site:  
[www.eastkeswickvillagehall.org/administration](http://www.eastkeswickvillagehall.org/administration)

**The Trustees of East Keswick Village Hall reserve the right to amend the ‘Terms & Conditions of Hire’**

**East Keswick Village Hall, School Lane, East Keswick LS17 9DA**