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## Terms and Conditions of Hire

October 2023

These Terms and Conditions are intended to help ensure that visitors to the Hall are able to have a safe and enjoyable event. If there is a need for clarification or there are any concerns or suggestions, please contact immediately any member of the Committee (see noticeboard in the lobby or contacts above).

Throughout these Terms and Conditions the 'Hirer' means an individual person hiring the Premises and facilities or, where the hiring is on behalf of an organisation, the authorised representative. The 'Committee' means Eastwell Village Hall Management Committee. The 'Premises' means Eastwell Village Hall and grounds. The 'Hall' means Eastwell Village Hall building.

### 1. HIRE OF THE PREMISES

The Premises are available for the use of local residents and community groups. The Committee welcomes booking applications but reserves the right to refuse any application without stating a reason. As a guide only the hall can accommodate up to 80 persons seated in comfort. If the numbers attending an event will exceed 80, the Hirer must obtain the specific approval of the committee in advance.

The Hirer:

- must be at least 18 years of age
- is responsible for ensuring compliance with these terms and conditions
- must specify the purpose of the hire on the Booking Form and is responsible for ensuring that the Premises are only used for that purpose
- may not sub-let the booking
- must not allow the Premises to be used for any unlawful purpose
- must be present during the whole period of the event. If for any reason the Hirer has to leave the Premises then he/she must nominate a deputy to take responsibility
- is responsible for paying for any damage or breakages caused during the hire session
- must be familiar with the Committee's policies, a copy of which is available in the black Information Pack folder in the kitchen or can be sent on request
- is responsible for ensuring compliance with all legal requirements
- must ensure that if recorded music is played, live music is performed or a film is shown, any necessary performance licencing requirements are met
- must have their own Public Liability Insurance if it is a commercial activity
- must make payment at the time of hire or on receipt of invoice. Failure to pre-notify cancellation will result in full payment being levied.

The Premises are available for hire 9.30am to 11.00pm Monday to Saturday and 10.00am to 10.00pm Sunday. Unless authorised otherwise by the Committee the Hall must be vacated and locked by 11.00pm. The Hirer must allow adequate time for any necessary clearing up. The Hirer will be charged for any excess time.

### 2. LICENSING

The Premises is permitted by Melton Borough Council to host those activities detailed on the License, a copy of which is displayed in the lobby. The most relevant activities are:

- the sale and consumption of alcohol
- the playing of recorded music
- the performance of live music.

These activities are allowed at the following times:

Monday to Friday: 11.30am – 10.30pm  
Saturday: Noon - 1.30pm - 10.30pm  
Sunday: 4.00pm - 10.00pm  
New Year's Eve to New Year's Day: 10.00am - 1.30am

### **3. USE OF THE PREMISES**

The Committee's aim is to ensure that the Premises are maintained to a safe, high standard for the benefit of all users. The Hirer shall allow building access to the Committee or their agents at any time, and comply with any instructions that support these Terms and Conditions. Ad hoc inspections by the Committee may be carried out at any time without notice. The Hirer will only use the premises for the purpose of the hire specified on the Booking Form.

#### **3.1 Keys**

Keyholders are restricted to serving Committee members. Where the keysafe is used the Hirer must not divulge the code to any other person without the Committee's agreement.

#### **3.2 Equipment**

All equipment belonging to the Committee must be used responsibly and in accordance with the manufacturers' instructions. 'Equipment' includes all:

- audiovisual components
- kitchen appliances and equipment
- fittings and fixtures
- furniture.

Under no circumstances can any such equipment or property be removed from the Premises.

If the hiring includes use of the equipment the Hirer will ensure that whoever is operating it will familiarise herself/himself before the hire period. The Secretary or other Committee member should be contacted to arrange this.

The Committee accepts no responsibility or liability for any damage caused to any equipment brought onto the Premises by the Hirer. Such equipment may only be left on the Premises with the written permission of the Committee and any resulting damage is the Hirer's responsibility. The Committee reserves the right to request the Hirer to remove equipment at any time.

#### **3.3 Breakages/Damage/Injury**

The Committee reserves the right to make an additional charge or retain any breakage deposit paid to meet the cost of replacement of broken items, or reparation of the building. Any damage or breakages that occur during the period of hire must be reported in the message book located in the kitchen and also brought to the attention of the Duty Keyholder as soon as possible (contact number on the internal noticeboard).

The Committee shall not be liable for any loss or damage to any property, nor loss, damage or injury to any persons using the facilities during the hiring, arising from any cause, unless it is attributable to the Committee's negligence. The Hirer will indemnify the Committee against loss, damage or injury, howsoever caused. It is recommended that the Hirer insure herself/himself against any such possibilities. Commercial or business individuals and organisations must have their own public liability insurance.

Chairs and tables must be moved and placed carefully so that the floors and walls are not damaged. To protect the floor, appropriate footwear must be worn in the building and stiletto heels should be avoided. To reduce the risk of damage, wax crayons, paint, marker pens and similar implements that could cause marks should not be brought onto the Premises without the Committee's agreement. No lights, decorations or other items can be attached to the walls without Committee approval.

Ball games are not allowed inside the building unless agreed by the Committee.  
Lighted candles, fireworks or similar, or any other naked flames are not permitted.

The use of laser beams is not permitted, except for low powered lasers used specifically for talks, presentations and similar activities.

Bouncy castles are not allowed inside the Hall.

No animals, except support dogs, are allowed in the building without permission of the Committee.

The Premises are non-smoking and the Hirer is responsible for ensuring that this is observed.

### **3.4 Noise and Nuisance**

The Hirer shall ensure that noise levels are kept at an acceptably low level in order to avoid nuisance to neighbours. This includes noise levels upon arrival and departure from the Premises. External doors and windows should be kept shut where noise levels are sufficiently high to cause disturbance. Noise levels may be checked during the period of hire and failure to remain within reasonable levels will result in the full loss of deposit and a possible immediate closure of the event.

The Hirer is responsible for ensuring that minimal noise is made by their guests on arrival and departure. Loud conversation and the slamming of car doors cause particular annoyance.

### **3.5 Supervision**

The Hirer is responsible for the supervision of behaviour and safety of all persons attending the event and the care of the Premises, including the fabric and contents. This includes supervision of car parking to avoid obstruction of the highways.

Sufficient competent adult supervisors (over 21 years of age) must be in attendance at all times during the hiring. For adult to child ratios for supervising or working with children, and other minimum requirements, the Hirer must ensure that current national standards are observed. It is strongly recommended that the Hirer familiarises her/himself with such standards eg [www.nspcc.org.uk](http://www.nspcc.org.uk) in advance of the booking. Children must not be allowed to run around in other parts of the building or outside and must be supervised by a parent or guardian at all times.

For adult groups a minimum 1 supervisor for every 50 persons present is required.

### **3.6 Child Protection**

The Hirer is responsible for safeguarding the welfare and interests of all children who use the Hall and surrounding area for the duration of the hire period. The Hirer may be asked to certify that s/he or the hiring organisation has a child protection policy or that the activity does not require one. The Hirer may be asked to supply or show the relevant child protection policy. This stipulation also applies to activities involving vulnerable adults. The Village Hall has its own Safeguarding Children and Vulnerable Adults Policy a copy of which is available in the Information Pack located in the Kitchen.

The Hirer is responsible for ensuring that for any activities that include children:

- the provisions of the Children's Act 1989 and all subsequent legislation are complied with
- only fit and proper persons have access to the children or vulnerable adults
- there are appropriate numbers to supervise them
- no alcohol is sold to children under 18 years of age – this is a criminal offence.

The Hirer will ensure that the British Board of Film Classification's age classifications are adhered to and that no child is admitted to an inappropriate film or show. It is strongly recommended that the Hirer refers to the BBFCinsight website for clarification, especially with regard to films classified 12A and video works classified 12.

### **3.7 Health and Safety**

Nothing must be done that will endanger the safety of people or render invalid the insurance policies relating to the Hall or its contents. A copy of the insurance policies is available on request.

The Hirer must report all accidents involving personal injury to the Committee and, as necessary, to the appropriate Statutory Authority, as soon as possible. This also applies to the failure of equipment belonging to the Hall or brought in by the Hirer. A first aid kit is situated in the kitchen, along with an accident book that must be completed if any accident occurs.

The Hirer is responsible for ensuring that all group members are made aware of the **Fire Evacuation Plan** and **In the Event of Fire** notice, both displayed on the internal noticeboard. This includes any people with disabilities who might require assisted escape.

The Hirer acknowledges that s/he is fully aware of the following matters, full details of which are in the black Information Pack folder located in the kitchen:

- the action to be taken in the event of fire - this includes calling the Fire Service, evacuating the Premises and ensuring that disabled people are accommodated
- the location and use of fire equipment
- the location of fire exit routes and the need to keep them clear
- the method of operation of fire escape door fastenings
- an understanding of the importance of keeping all internal fire doors closed
- the need to keep the patio fire exit door unlocked when the Hall is occupied.

In advance of the hire period the Hirer shall check the following items:

- that all fire escape routes are free of obstruction and can be safely used
- that all internal fire doors are not wedged open when not in frequent use
- that all fire exit signs are illuminated
- that the patio fire exit door is unlocked.

The Hirer is responsible for ensuring that any electrical, or other equipment bought on to the Premises is in good working order, has a valid electrical test certificate and is used in a safe manner.

### **3.8 Food and Drink**

See also Licensing requirements in (2) above. It is not permitted to bring alcoholic drink onto the Premises without the permission of the Committee.

If the Hirer wishes to bring alcoholic drink onto the Premises, a charge may be made, based on the number of adults over 18 years of age attending the event. The Committee's glasses and crockery may be used at no extra cost.

If use of the bar is included in the hire, a charge will be made for Committee staffing, no drinks may be brought on to the premises, and only drinks purchased from the bar may be consumed. For current charges see the Hire Charges page on the Village Hall website.

Children are not allowed behind the bar and the Hirer is reminded that it is a criminal offence to sell alcohol to children under 18 years of age.

Children are not allowed in the kitchen and particular care must be taken when using any kitchen or cooking equipment. No flambé cooking is allowed. All unused food is to be taken away by the Hirer. Any food left in the kitchen will be disposed of the following morning. If preparing, or serving food, the Hirer shall ensure that all relevant food health and hygiene regulations are observed.

### **3.9 Gaming**

The Hirer shall ensure that nothing is done on the Premises in contravention of the laws relating to gaming, betting or lotteries.

### **3.10 On Leaving**

The Hirer is responsible for leaving the building and its surroundings in the condition in which it was provided. This includes ensuring that all floors and surfaces are cleaned of any spilled liquids and floors swept if necessary. If it is necessary to carry out a cleaning after the Hire, a charge will be made accordingly.

Any equipment moved from its usual storage position must be neatly stored back in its original position. All decorations must be removed at the end of the hire period. Any left will be disposed off and a charge may be levied. All waste material including paper, cardboard, glass, plastic, and cans must be taken away in the black bags provided.

All lights must be turned off, all taps turned off and all doors and windows secured. Unless directed otherwise, all lockable doors and windows must be locked. Means of exit is either via the patio door or the front door, both of which must be securely locked.

#### **4. OUTSIDE**

##### **4.1 Car Parking**

A parking area for Blue Badge holders is located at the rear of the hall. If not required, it may be used ONLY by activity organisers. For SAFETY reasons all other visitors are asked not to park on either side of the road in front of the Hall i.e. between Stathern Road/Hall Lane and the lane to the side of the Hall. The Hirer must make individuals aware of this and ensure that they comply. Driveways and the highway must not be obstructed, and vehicles should not be parked on the grass verges, kerbs or pavements. Due consideration to neighbours' interests must be given at all times.

#### **5. MISCELLANEOUS**

##### **5.1 Signage**

The Hirer will remove any sign that s/he has displayed outside or inside the Premises.

##### **5.2 Advertising**

Any advertising of events must be in accordance with the law and in accordance with these terms and conditions of hire.

##### **5.3 Smoking**

Smoking is not permitted anywhere on or in the Premises.

##### **5.4 Upstairs**

The Hirer will ensure that no-one in her/his group uses the stairs leading from the Storage Room. It is particularly important that children do not access this area.

##### **5.5 Closing Procedure**

In the Kitchen:

- ensure boiling water tap, dishwasher, oven/hob are switched off at the appliance
- ensure all lights are switched off
- ensure that serving hatch is fully down
- close kitchen door

In the WCs:

- ensure all taps are turned off
- ensure all lights are switched off
- close all doors

In the Lobby:

- ensure the front doors are locked
- ensure the light is switched off

In the Store Room:

- ensure the light is switched off
- ensure that access to Fire Exits is not blocked

In the Main Hall:

- ensure all lights are switched off
- check that all green emergency lighting is illuminated – report any failures to the Duty Keyholder
- if the heating thermostat has been adjusted, return it to its original setting
- close all internal Fire Doors and ensure patio door is locked.