

Kincardine O'Neil Village Hall

Registered Charity No UE23957;

Terms and Conditions of Hire

The management of Kincardine O'Neil Village Hall is vested in the Kincardine O'Neil Village Hall Committee (KONVHC) whose powers and composition are defined in the Constitution, a copy of which is available from the KONVHC Secretary.

The party namely(The Hirer) hiring the Kincardine O'Neil Village Hall (the Hall) shall be deemed responsible for The Hall during the period of the hire stated.

Period of Hire

Date	Time from	Time to	Cost

1. General

The Village Hall is a NON SMOKING venue.

2. Acceptance of Terms and Conditions:

Use of the Village Hall is subject to the following Terms and Conditions. The Hirer must agree to abide by the Terms and Conditions of Hire and sign the Hire Agreement (covering a period of up to 12 months) before using any of the Village Hall Facilities.

3. Bookings and Hiring:

- a. The Village Hall may be hired by anyone 21 years old or over.
- b. When the Hirer is not known to the Bookings Secretary, the Hirer may be asked to produce personal identification and proof of address.
- c. Bookings will only be accepted on a completed Hire Agreement Form submitted to the Bookings Secretary or other nominated member of the KONVHC.
- d. The Booking Secretary has the right to refuse a booking of the Village Hall provided the action is reported to the KONVHC. The KONVHC may refuse use of the Village Hall facilities if they consider that the hiring would lead to a breach of the Terms and Conditions of hire or if for whatever reason the premises are considered unfit for the intended use.
- e. The Hirer will agree to enforce the Kincardine O'Neil Village Hall Terms and Conditions of Hire for the period of the hire. Any incident arising from the result of failing to comply with the Terms and Conditions of Hire will be the sole responsibility of the Hirer.
- f. The Hirer shall not sublet the Village Hall or any part thereof.
- g. The Hire of the Village Hall does not entitle the Hirer to use or enter the premises at any time other than the specific hours for which the Hall has been hired, unless prior arrangements have been made with the Bookings Secretary.

4. Maximum Capacity:

Fire regulations restrict the number of person occupying the property to:

139 persons for dances

197 for concerts

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5. Opening Hours

The Village Hall will normally be available for hire between 9 am to 11:30 pm throughout the year. Other times are at the discretion of the booking secretary

6. Hire Charges

Current charge	£12.00 Per Hour (£10 for village residents)
Heating by slot meter	Currently £1 coins.
Additional charge for use of Tea Earn	£10.00

Concessionary Rate: at the discretion of KONVHC for events of special interest and benefit to the Local Community and for regular Hirers.

7. Hiring Payment Policy

- a. A deposit of 50% of the Hire Charge must be paid on the initial booking of the Village Hall facilities and will act as confirmation of the booking.
- b. A Bond may be required against damage or loss incurred to the premises and or contents by the Hirer or Persons associated with the event. KONVHC reserves the right to increase or decrease the bond at their discretion. A bond of £250 will apply for Private Parties, Dances and Commercial use.
- c. The Bond will normally be repaid in full no later than 14 Days after the event unless damage, loss or extra cleaning is deemed necessary. Deductions will be made before any refund and extra charges may be levied if in the opinion of the KONVHC, cleaning, damage or loss, exceed the value of the Bond. Any refund of the Bond will be delayed until the full extent of costs has been assessed.
- d. The balance of the hiring fee and required bond must be paid in full at least 4 weeks before the event. If the full payment is not received before this time the Village Hall may be let to another hirer.
- e. Cheques will be cashed to account upon receipt. The deposit is refundable in up to 6 weeks before the event. 50% of the deposit will be forfeit if a booking is cancelled 4 weeks before the event.
- f. The Hirer is responsible for any damage, accidental or otherwise, caused to the Hall, it's property or it's environs, occurring during the period of hire, and will be responsible for any reinstatement cost. Any damage or failure of equipment must be reported to the caretaker.

8. Supervision

- a. The Hirer must not engage in any activity which prevents them from exercising general supervision. When the premises or any part of them are used for public entertainment there shall be a minimum of two persons 18 years old or over on duty where under 100 persons are attending the entertainment. When the majority of persons are less than 16 years old and or many people with disabilities are expected to attend the number of adult supervisors will be increased according to Local Council requirements. All persons on duty shall be instructed in their essential roles with respect to fire and other emergencies.
- b. The Hirer shall, during the period of hiring, be responsible for:

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- supervision of the premises, the fabric and the contents; their care, safety from damage, however slight or change of any sort
- supervision of the behaviour of all persons using the premises whatever their capacity
- supervision of car parking arrangements so as to avoid obstruction of the highway

9. Safety of Vulnerable People

Hiring of the Hall for groups other than private parties involving children less than 8 years of age or vulnerable adults will only be accepted if the organisation can give evidence of affiliation to an appropriate governing body. For private parties a ratio of one adult to five children will be required. Any individual wishing to run classes or events for unaccompanied persons under the age of 16 years, other than a private party, must produce a Criminal Records Bureau certificate before their hire will be accepted.

10. Health and Safety

The Village Hall's Health and Safety Policy must be read, understood and adhered to at all time. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, the Licensing Authority or otherwise, particularly in respect of any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

a. Upon completion of the Hire Agreement the Hirer will ensure that they have received instruction in the following matters:

- The action in the event of fire includes calling the Fire Brigade and evacuation of the Hall.
- The Location and use of the fire and first aid equipment.
- Escape routes and the need to keep them clear.
- Method and operation of escape door fastenings.

b. In advance of entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and escape routes clear of obstruction.
- That fire doors are not wedged open.
- That exit signs are illuminated.
- That there is no obvious fire hazards in or around the premises.

c. **Outbreak of FIRE – the Fire Brigade shall be called however slight the fire**

d. **Barbeques:** The risk posed is such that barbeques are not permitted.

11. Electrical Equipment Safety

The Hirer shall ensure any electrical equipment brought by them to the premises and used is in good working order and is Portable Appliance Tested (PAT)

12. Public Liability Insurance

Appropriate Public Liability Insurance will be held by the KONVHC for the use of the facility. Hirers are advised to consider the need for their own Public Liability or other insurance to cover their activities.

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13. Licences

The Hirer shall ensure that the Hall holds a Performing Society Right Licence which permits the use of copyright music in any form i.e. record, compact disc, tapes, radio, and television or by performers in person. If other licences are required in respect of any activity in the Hall the Hirer must ensure that they hold the relevant licence or that the Hall holds it.

14. Sale of Alcohol

The Village Hall is **not** licensed for the sale of alcohol. No alcohol is permitted to be sold on any part of the premises without express permission of the KONVHC in writing. With written agreement from the KONVHC the Hirer will be responsible for submitting the necessary Temporary Event Notice (TEN) to the Licensing Authority and the Police Station no later than 10 working days before the event. A copy of the TEN must be in the premises during the event. The Police and Local Authority have rights of entry to the premises to assess the likely effect of the TEN on crime prevention.

15. Sale of Goods

The Hirer shall if selling goods on the premises, comply with the Sale of Goods Act 1979 (as amended).

16. Betting, Gambling and Lotteries

Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries and the Hirer shall ensure that the requirements of the relevant legislation are strictly observed.

17. Storage

The permission of the Bookings Secretary or Caretaker must be obtained before goods or equipment can be stored in the premises overnight.

18. Car Parking

Parking is available in the car park behind the hall. **Vehicles must not be parked on the highway** or at the entrance or exit from the Village Hall.

19. Loss of Property

The KONVHC accepts no responsibility for damage to, or the loss of, or the theft of property or effects of Village Hall user's.

20. Animals

The Hirer shall ensure that no animals (including birds) are brought into any part of the premises. The only exceptions will be guide dogs or a special event agreed by the KONVHC. No animals whatsoever are to enter the kitchen at any time.

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21. Nuisance

- a. Hirers and organisers of events in the Village Hall are responsible for ensuring that the noise level at their function is not such as to interfere with others within the premises or to cause inconvenience or annoyance to occupiers of nearby houses.
- b. People should avoid all undue noise on arrival and departure especially late at night.
- c. The KONVHC reserve the right to terminate a booking where the Hiring has become disorderly or where offensive material or behaviour is in evidence.

22. Fireworks and Pyrotechnics

Due to the construction of the hall there is a total ban on the use of fireworks or any form of pyrotechnics in or around the Hall. This includes Chinese lanterns. No naked flames are permitted.

23. Cancellation of Hiring

If the Hirer wishes to cancel the booking before the date of the event 6 weeks notice must be given in writing or no refund will be given except in exceptional circumstances at the discretion of the Community Council. The Community Council reserve the right to cancel any hiring by written notice to the Hirer in the event of:

The premises being required as a Polling Station

The KONVHC consider that such a hiring will lead to a breach of the licensing conditions, if applicable, or other legal or statutory requirements, unlawful or unsuitable activities will take place as a result of the Hiring.

The premises become unfit for the use intended by the Hirer.

An emergency, requiring use of the premises as a shelter for victims of disaster

In any such case the Hirer shall be entitled to a full refund of any money already paid, but the KONVHC shall not be liable to the Hirer for any direct or indirect loss or damage resulting from the cancellation whatsoever.

24. End of Hiring

All facilities used must be left safe, secure, clean and tidy ready for the next user (leave the hall as you would wish to find it). In the event that it is not the Village Hall committee shall be at liberty to make an additional charge. The Hirer shall be responsible for

- leaving the premises and surrounding area in a clean and tidy condition
- Replacing any hall contents temporarily removed from their usual positions
- Removing all food from the building
- Disposing of all refuse into the wheelie bin, or if the bin is full removing it from site
- Properly locking and secured the hall having turned off all lights and heaters