

# Kincardine O'Neil Village Hall

Registered Charity No SC017359

## 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.

## Definitions used below

"KONVHC" includes any member of the KONVHC Committee acting on its behalf

"Written" and "in writing" includes by email

"Hirer" means the person in whose name a booking of the hall is made

## 1. Acceptance of Terms and Conditions:

Use of the Village Hall is subject to the following Terms and Conditions. Any proposed changes to these terms and conditions by the hirer must be agreed by the KONVHC PRIOR to the booking being made.

Before any booking is confirmed by the KONVHC the hirer must confirm in writing that they have read and will abide by these terms and conditions. The hirer shall be deemed responsible for the Hall during the period of the hire stated.

## 2. No Smoking, Fireworks, Pyrotechnics or Barbecues

The Village Hall is a NON SMOKING venue.

Due to the construction of the hall there is a total ban on the use of fireworks, any form of pyrotechnics, barbecues, Chinese Lanterns and so on in or around the Hall, including on the grass area to the Aboyne side of the hall. No naked flames of any type are permitted.

## 3. Bookings and Hiring:

- a. The Village Hall may be hired by anyone 21 years old or over.
- b. The Hirer may be asked to produce personal identification and proof of address.
- c. Bookings can be made online via the village hall website or by contacting a member of the KONVHC.
- d. The KONVHC has the right to refuse a booking of the Village Hall at its absolute discretion.
- 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 KONVHC.
- h. Hirers who have not hired the hall before must attend a familiarisation meeting at the hall in advance of their event. The KONVHC may also require previous hirers to attend such a meeting at its

absolute discretion. The KONVHC reserve the right to cancel any booking where the hirer fails to comply with this requirement.

#### 4. Maximum Capacity:

The hall has facilities for:-

Up to 100 seated in concert layout;

Up to 80 for dances with a tables layout.

The arrangement of seating, tables and any other furniture or equipment must be such as to allow free and unobstructed access to all stairways, passageways, entrances and exits including fire exits.

Please note that the hall toilets, stage and kitchen are up a flight of steps and are not suitable for non-ambulant users.

#### 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 KONVHC and in such case, to prevent late night disturbance to neighbours, the KONVHC will normally require the hirer to clean up the hall on the morning after the event.

#### 6. Hire Charges

- a. £12.00 Per Hour (£10 for village residents)
- b. Heating by slot meter (Currently £1 or £2 coins).
- c. The KONVHC can apply concessionary rates at its discretion.

#### 7. Hiring Payment Policy

- a. The KONVHC, at its discretion, may require a deposit of 50% of the Hire Charge to be paid by a date specified by the KONVHC prior to the hire date. When a deposit is required, if it is not paid by the due date the booking will be cancelled.
- b. The KONVHC, at its discretion, may require the hiring fee (or the balance of the hiring fee if a deposit is required) to be paid before the event takes place. In general the KONVHC sends out electronic invoices for hires and accepts payment by bank transfer. However cash payment is also acceptable.
- c. The KONVHC accepts that occasionally, due to circumstances, hirers may wish to amend or cancel their events. The KONVHC requests all hirers to let the KONVHC know immediately if an event is not going ahead so that the KONVHC can make the slot available to other potential users.
- d. The KONVHC reserves the right, at its discretion, to charge hirers the full hire charge if the hirer does not inform the KONVHC in advance that the event is cancelled or if the cancellation is within three days of the booking date.
- e. Regular bookings may be terminated at any time by either the KONVHC or the User giving four weeks' notice in writing to the other party.
- f. The KONVHC, at its discretion, may require a Bond of £300 for Private Parties, Dances and Commercial use against damage or loss incurred to the premises and or contents by the Hirer or Persons associated with the event. KONVHC also reserves the right to increase or decrease the bond at its discretion. When a bond is required, the KONVHC will specify the date, prior to the booking date, that the bond must be paid by and if it is not received by the KONVHC by the due date the booking will be cancelled.
- g. 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. **In the event of damage, loss, extra cleaning etc being required**

**the KONVHC will add a further 25% to any costs incurred to cover administration and inconvenience costs of having work carried out.** 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.

- h. If a hire charge deposit is required, the deposit is refundable up to 2 weeks before the event. 50% of any hire charge deposit will be forfeit if a booking is cancelled less than 2 weeks before the event.
- i. 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 KONVHC.

## 8. Supervision

- 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 **such as parties or dances there shall be a minimum of two responsible persons 21 years old or over on duty.**
- 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 **must** 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.
- The Hirer shall, during the period of hiring, be responsible for:
  - 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

Other than for private parties, hiring of the Hall for groups 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 an up to date Protecting Vulnerable Groups Scheme disclosure record** before their hire will be accepted.

## 10. Health and Safety

The Village Hall's Fire 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 and other regulatory bodies, including the special conditions these bodies apply to any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

- a. It is the responsibility of the hirer to ensure that prior to any users being admitted to the event they (the hirer) are fully familiar with the following matters:
  - The action in the event of fire, including 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 lighting is illuminated**
  - That there is no obvious fire hazards in or around the premises.
  - That the urinal flush tap has been turned on a half turn
- c. Outbreak of FIRE – the Fire Brigade shall be called however slight the fire
- d. It is the responsibility of the hirer to ensure that Condition 2 of these booking conditions (No Smoking, Fireworks, Pyrotechnics or Barbecues) is strictly adhered to.

If at the proposed event raw and ready to eat foods together are to be handled, prepared, cooked and/or served the hirer MUST inform the KONVHC at the time of booking. The Hall's Public entertainment licence requires that the local Environmental Health Office is advised in advance of any such proposed activity.

## 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 and other insurances

Appropriate Public Liability Insurance is held by the KONVHC for its responsibilities as the owner of the facility.

The Hirer shall ensure that adequate insurance cover is in place for their event and for any equipment or other property brought onto the Premises and, if requested, shall exhibit the relevant policies and receipts to the KONVHC. Hirers are advised to consider the need for their own Public Liability or other insurance to cover their activities.

## 13. Licences

The Hall holds a Performing Society Right Licence which permits the use of most copyright music with the possible exception of live opera, operettas, pantomimes and revues and similar events. If other licences are required in respect of any activity in the Hall the Hirer must ensure that **they** hold the relevant licence.

## 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) application to the Licensing Authority and the Police Station no later than 10 working days before the event. A copy of the TEN licence must be displayed 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 and Hypnotism

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.

Except with the prior special permission of the local Council the hirer must ensure that no exhibition, demonstration or performance of hypnotism within the meaning of the Hypnotism Act 1952 shall be given during their hire.

## **17. Storage**

The permission of the KONVHC must be obtained before goods or equipment can be stored in the premises overnight. The KONVHC reserves the right to dispose of any goods or equipment left on the premises without its permission without compensation and to charge the hirer for any costs incurred in disposal.

## **18. Car Parking**

Parking is available in the car park behind the hall. Vehicles must not be parked at the entrance or exit from the Village Hall. Hirers are asked to request those attending the event to show due consideration to local residents and other road users when they park.

## **19. Loss, Damage etc**

The KONVHC shall not be responsible for any loss, damage, actions, proceedings, costs, claims or demands by any party of any kind and the Hirer shall indemnify the KONVHC against all such loss, damage, actions, proceedings, costs, claims or demands arising.

## **20. Animals**

Other than with the written permission of the KONVHC, obtained at the time the booking is made, the Hirer shall ensure that no animals other than guide dogs are brought into any part of the premises. No animals whatsoever are to enter the kitchen at any time.

## **21. Nuisance**

- a. Hirers and organisers of events in the Village Hall are responsible for ensuring that the noise level at their function does not cause inconvenience or annoyance to occupiers of nearby houses.
- b. Hirers are responsible for ensuring that those attending their event 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.
- d. For events finishing after 11.30pm the KONVHC will normally require hirers to clean up the next morning (see condition 5 ).

## **22. Cancellation of Hiring by the KONVHC**

The KONVHC 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 booking conditions, or the hall licensing conditions, or other legal or statutory requirements, or that 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
- An emergency requiring the use of the hall by Kincardine O'Neil Primary School (the hall is the designated emergency evacuation centre for the school)

In all 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.

## 23. 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). Equipment for brushing, cleaning and washing are provided for all areas.

In addition to leaving the hall clean and tidy the Hirer is 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 two wheelie bins (black for general waste, blue top for recyclable materials other than glass)
- if the bins are full, removing refuse from site
- Turning off the urinal flush tap
- restoring all heaters to their pre-use settings paying particular attention to the winter frost protection instructions for the toilet and kitchen heaters
- In winter, leaving the kitchen and toilet entry doors closed and the toilet cubicle doors open as instructed on notices in these areas
- disconnecting and emptying the urn
- turning off (and disconnecting at the wall where possible) all kitchen appliances including the fridge
- turning off the water heater and car park switches in the Kitchen
- leaving the fridge and microwave doors slightly open
- Closing all windows and turning of all lights in the Kitchen, Toilets, stage area and Hall stairway
- turning off the light switches and the heater switches in the fuse cupboard by the inner entry door but NOT the two mains control switches (marked in the cupboard to stay on)
- Properly locking and secured the hall.

If the hall is not left in this condition the KONVHC shall be at liberty to make an additional charge.

KONVHC  
8 July 2019