

# Lettings Policy Hail Weston Village Hall

September 2018

Charity Number 1097874

## Principle

Hail Weston Village hall is a charity set up to provide a base for the local community to use. It is managed by a committee of volunteers who aim to provide a clean, well-maintained environment suitable for workshops, classes and a wide variety of events.

Charges for the hire of the hall are set to cover the costs associated with the maintenance of the hall, cost of utilities and ongoing improvements. The policy will be reviewed annually.

## Hire costs and times

- The cost of hall hire from September 2018 will be
  - £10 per hour for village users
  - £12 per hour for others.
- Minimum hire
  - There is a minimum hire time of 2 hours (5 hours for a Friday or Saturday evening)
  - Set up and take down time is to be included in the number of hours charged.
- Regular users will be allowed to hire for a one hour minimum time rather than two
- The lettings secretary has discretion to negotiate a letting within this frame work.
- Hire of chairs and equipment from the hall is available for community members. These will be priced by arrangement with the bookings secretary so a donation can be made to the upkeep of the hall. All items must be returned clean and tables and chairs must not be left outside in rain.
- Damages. Any damages will be charged at the replacement value.
- Deposit. A deposit of 50% will be paid at the time the booking is confirmed. All payments can be made by cash, cheque (payable to Hail Weston Village Hall) or by BACS. Hire fees should be paid prior to an event to the bookings secretary.

## **Undertaking of the Hirer**

The Hirer undertakes to ensure that they have an understanding of the Hire Conditions for the time being in force.

## **Supervision by the Hirer**

The Hirer undertakes to be present, or arrange for sufficient adult representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in these Hire Conditions and any relevant licenses.

## **Responsibility of the Hirer**

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

- Ensuring that the Premises are kept secure for the duration of the hire
- Supervision of the use of the Premises and the care of its fabric and contents
- Ensuring that the Premises (including kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy with rubbish removed from the site at the end of the hire
- Ensuring that all equipment, chairs and tables have been returned to their storage positions safely, the Premises are cleared of people, all lights switched off, and the building secured.
- Ensuring that any temporary fittings and fixtures 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 onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner
- Ensuring that no animals (including birds), except assist dogs are brought into the building, without written permission of the Village Hall
- Ensuring that NO animals whatsoever enter the kitchen at any time
- Ensuring that no Barbeques, LPG appliances or highly flammable substances are brought onto the Premises
- Ensuring that they and their attendees recognise the fact that the Premises are situated in a residential neighbourhood and conduct themselves accordingly by, for example, taking care not to slam car doors, especially late at night, and not playing music or making other sounds at inappropriate levels.

## Fire Regulations

The Hirer shall:

- Ensure that the “Emergency Exit” signs are kept illuminated
- Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details given to the Village Hall
- Prior to the start of an event indicate the fire exits the persons attending the event
- Ensure that all fire exits in the hall are kept clear at all times,

## Use of Premises

The Hirer shall not:-

- sub-let or use the Premises for any purpose other than that described in their Booking Application
- use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
- do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof
- allow the use of drugs on the Premises
- allow smoking in the Premises

## Car Parking

Vehicles are parked at owner's risk. The space at the side of the hall is reserved for emergency vehicle use, but may be used temporarily for unloading.

## Compliance with legislation relating to children or vulnerable adults

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. **Child Protection Policies are the responsibility of the Hirer.**

## Indemnity

The Hirer shall indemnify and keep indemnified each of the Trustees of the Village Hall and their employees, volunteers, agents and invitees against:

- the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
- against all actions, claims, and costs of proceedings arising from any breach of the Hall Conditions
- all claims in respect of damages, including damage for loss of property or injury to persons, arising as a result of the use of the Premises (including the storage of equipment) by the Hirer

As directed by the Village Hall, the Hirer shall make good or pay for all damage (including accidental damage) to the Premises or to the fixtures, fittings or contents and for loss of contents

## **Insurance**

The Hirer is responsible for ensuring that any catering company or operator hired to bring equipment such as bouncy castles onto the Premises has relevant and appropriate insurance, which shall include public liability insurance.

Commercial hirers must provide Public Liability insurance (£5,000,000 minimum indemnity).

## **Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to an authorised representative of the Village Hall as soon as possible, and complete the relevant section in the Village Hall's Accident Book. The hirer shall ensure the appropriate medical assistance is sought, or an ambulance is called.

Any failure of equipment, either that belonging to the Village Hall, or brought in by the Hirer must also be reported as soon as possible.

## **Stored equipment**

The Village Hall accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period. The Village Hall

may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

## **No alterations**

No Blu-tack, drawing pins, adhesive tape or similar may be used on any painted surface.

No other alterations or additions may be made to the Premises, and no fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of the Village Hall.

## **Cancellation by the Village Hall**

The Village Hall reserves the right to cancel a hiring by written notice to the Hirer in the event of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or referendum or if the Village Hall reasonably consider that:

- such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
  - unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
  - the Premises 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 or hire fees already paid, but the Village Hall shall not be liable for any resulting direct or indirect loss or damages whatsoever.

## **Acceptance**

These Terms and Conditions will have been made available to the Hirer at the time of making the booking. By proceeding with the booking the Hirer is deemed to have accepted these terms and conditions.