



Kilve Village Hall

Registered Charity – 304569

KILVE VILLAGE HALL CONDITIONS OF HIRE

Introduction When you sign the Hiring Agreement form you are signing to confirm that you have read and understood the Conditions of Hire and agree to comply with them. Please read this document carefully. If you have any questions regarding the hire of the Kilve Village Hall (KVH) please contact the Bookings Secretary, Frances Mayor kilvevhbookings@gmail.com. For information about the management of KVH please contact the Chairman of the Management Committee, Dr Elizabeth Grigg chairkvh@gmail.com

Our licence KVH is licensed by Somerset West and Taunton Council (previously West Somerset Council) for the following activities (a copy of the licence summary may be found on the notice board in the rear corridor):

- the exhibition of films
- the performance of plays
- indoor sporting events
- the playing of live music
- the playing of recorded music
- the performance of dance
- alcohol on sales

Hiring agreement Important: hirers are reminded that when they sign the booking form, they do so on the basis that they have read and understood the following conditions and agree to comply with them. The hirer must complete a Hiring Agreement bookings form. These forms are available from the Bookings Secretary and the website.

- hirers must state on the form what sort of event they will be holding, eg a private party, a public dance, etc
- In the unlikely event that an activity is not covered by the list of licensed activities and involves an activity for which a licence under the Licensing Act 2003 is required, written permission for it must be sought from the Management Committee. If the Committee agrees that the event may proceed, a [Temporary Event Notice](#) must be given to the Somerset West and Taunton Council
- the Hiring Agreement form must be signed and returned to the Bookings Secretary before the period of hire
- new hirers may be required to meet a Management Committee member to view the premises and discuss details of the booking
- bookings will not be taken from persons under the age of 18 years of age
- in the event that the premises or any part of them are rendered unfit for the use for which they have been hired, the Management Committee will not be liable to the hirer for any resulting loss
- notice of the cancellation of any booking must be given to the Bookings Secretary, preferably in writing, not less than one calendar month before the booked date. Unless there are exceptional circumstances, the full hire charge will be payable where shorter notice is given
- the hirer must indemnify and keep indemnified each and every member of the Management Committee against all actions, claims and proceedings arising from any breach of these Conditions of Hire

Charges and deposits Please see the scale of charges for the hire of the building or part thereof on the village website (<https://kilvevillage.uk/village-hall/>). Please include any time needed for setting up and clearing away in your booked time. We allow 15 minutes buffer only between bookings. Charges must be paid on confirmation of the booking for a new customer single bookings and on receipt of an invoice for long standing customers and multiple/ block bookings. See invoices for payment details.

In addition to the hire charge, a deposit may be required in the event that replacements, repairs or cleaning are necessary as a result of the hirer's use of the premises. Any deposit must be paid, preferably

in cash, when returning the Hiring Agreement form. Deposits are refundable, save where the Management Committee decides that all or part of the amount deposited needs to be retained to defray any costs and expenses arising from the hirer's use of the premises.

The hall and Denovan room are heated by wall-mounted hot air heaters set to 17 degrees C when empty (in winter – the heating is switched off start May to end September). If you wish it to be warm when your booking starts then you need to book and arrive early to increase the target temperature (DO NOT MAKE ANY OTHER CHANGE TO THE CONTROLS), and/or use the supplementary wall mounted radiant heaters, which attract an additional charge (£1/ XX minutes/ heater). A coin meter is in place for this. Please bring the relevant coins with you.

Standard Conditions of Hire

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met. During the period of hire, the hirer is responsible for:

- the use of the premises to ensure that no damage is done to its fabric and contents
- the behaviour of all persons using the premises
- ensuring that sufficient stewards are in attendance and are familiar with the action to be taken in the event of fire and with the fire precautions applicable to the building
- ensuring that the capacity of the building is not exceeded
- ensuring that alcoholic drinks are only sold or supplied in accordance with the law and the Management Committee's Rules.
- observing food safety and hygiene legislation and good practice, where applicable
- if playing live or recorded music, or screening films, ensuring that the necessary copyright licences are in place, where applicable
- ensuring that waste is properly disposed of, food waste removed from the premises and that any property brought on to the premises is removed (unless storage space has been allocated for it)
- ensuring that noise emanating from the premises including music, dancing and amplified speech is not such as to amount to a nuisance
- ensuring that the function or event finishes no later than 11.30pm (unless, exceptionally, a later time is agreed by written prior approval) with the premises vacated by 12 midnight
- Kilve Hall capacity of 99 must not be exceeded

The hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or unsuitable purpose or in any unlawful way or do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises or allow the consumption of alcohol without our written permission.

Insurance Commercial hirers must supply the Bookings Secretary with a copy of their public liability insurance certificate. Non-commercial hirers who do not hold public liability insurance maybe covered under Kilve Village Hall policy.

- (i) You are liable for:
- (a) The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents.
 - (b) The cost of repair of any damage (including accidental and malicious damage) done to our WIFI service
 - (c) All claims, losses, damages and costs made against or incurred by us, our volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WIFI
 - (d) All claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WIFI service, and subject to sub-clause (ii), you must indemnify us against such liabilities.
- (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in case of non-commercial hirers, insure the liabilities

described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

- (a) Any insurance excess incurred and
- (b) The difference between the amount of the liability and the monies we receive under the insurance policy
- (iii) Where we do not insure the liabilities described in sub-clauses(i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Hall Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence

Gaming, betting and lotteries You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

Playing live or recorded music The Management Committee holds a combined Performing Right Society (PRS) licence for the performance of live music and Phonographic Performance Licence (PPL) for the playing of recorded music. This combined licence covers private and non-commercial hirers of the premises. Commercial hirers who play live or recorded music in connection with their business activities must obtain the appropriate copyright licence from [PRS/PPL](#) and comply with any conditions thereof. The playing of music and any dancing must finish no later than 11.30pm unless, exceptionally, the Committee allows a later time.

Screening motion pictures Hirers intending to screen motion pictures on the premises, whether through DVD or any other medium, are reminded that a copyright licence is likely to be required. Before any such screening, hirers must ensure that they obtain the relevant licence from the [Motion Picture Licensing Company](#), [Filmbank](#), the [British Film Institute](#) or other relevant film industry licensing agent, or obtain permission for the screening direct from the distributor or studio, as appropriate. Guidance may be obtained from the [Independent Cinema Office](#). The Management Committee requires hirers to comply with any conditions attached to the relevant licence or permission.

Fire emergency procedures and precautions Hirers must ensure that there are sufficient stewards appointed to facilitate a safe evacuation of the premises, should that prove necessary, and to secure compliance with the fire precautions described below. If in doubt, please seek assistance from a member of the Management Committee. In the event of fire...

- sound a fire alarm
- call the Fire Service on [999](#)
- use available extinguishing equipment only if safe to do so
- ensure that everybody leaves the building in a calm and orderly fashion and that people do not place themselves or others at risk by stopping to collect personal belongings
- the fire assembly point is in the car park at the back of the Hall
- alert the occupants of the neighbouring buildings
- account for evacuees at the fire assembly point, so far as is practicable
- at an appropriate time, report the incident to the Chairman of the Management Committee

General fire precautions In the interest of fire safety, the following precautions must be observed:

- the hirer and all appointed stewards must make themselves aware of the locations of all fire exits, fire extinguishers and the fire assembly point
- fire exits must be kept unlocked and unobstructed while the premises are in use
- on no account must the internal doors to the kitchen and the Denovan Room be propped open with wedges, chairs, etc.
- flammable substances and materials must not be brought on to the premises
- deep-fat frying is not permitted on the premises
- no internal decorations of a combustible nature (e.g., polystyrene, cotton wool) are erected without our prior consent.

Additional fire precautions for public performances In addition to the general fire precautions listed, the following precautions must be observed during any public performance:

- at the start of the performance, the hirer must cause a clearly audible announcement to be made, informing all persons on the premises of the locations of the fire exits and the fire assembly point
- stewards must be stationed to ensure that any drapes or curtains drawn across escape routes during performances do not compromise those routes in the event of an emergency.
- prams, buggies, wheelchairs and other items must not be placed so as to obstruct gangways and exits
- stewards must ensure that there is an individual who will take responsibility for assisting any wheelchair user or other disabled person in the event of an evacuation.

Safeguarding children and vulnerable adults Hirers must ensure that any activities for children, young people and vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, hirers must provide the Management Committee with a copy of their safeguarding policy and evidence that they have carried out relevant checks through the Disclosure and Barring Service.

Sale of alcohol We have a Premises Licence authorising entertainment and conditional sale of alcohol. An important condition of the licence is that any sale of alcohol at Kilve Village Hall must be made or authorised by the Management Committee. You hereby acknowledge receipt of a copy of the conditions of the Premises Licence for the premises, in accordance with which the hiring must be undertaken, and agree to apply with all obligations therein. If we believe that a Temporary Event Notice (TEN) would be in our best interests for this hiring, we can require you to give notice of TEN. The Committee's licence is an important asset to the village hall and needs to protect that licence. We have a refusal register in operation and management committee have volunteers trained with regards to preventing the sale of alcohol to person who are under the required age and proxy sales. Kilve Village Hall operates 'Challenge 25 policy'.

Drunk and Disorderly behaviour and supply of drugs You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour

- (i) no one attending the event consumes excessive amounts of alcohol
- (ii) no illegal drugs are brought onto the premises

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

Parking There is a car park adjacent to the village hall which is available to users of the hall, but it not owned by the village hall. It is also used as overflow parking for The Hood pub opposite, and can get very full on busy lunchtimes and evenings. If your event will attract a lot of people arriving by car you should have parking marshals to ensure that cars are parked safely around the village, and do not cause obstruction for emergency access or inconvenience to residents. You should make the appropriate risk assessments for this activity.

Noise You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with licensing conditions. Prominent, legible notices requesting people to leave the premises and the area quietly must be displayed at all exits.

Food safety If serving food or drink on the premises, the hirer must observe all relevant food safety legislation and good practice and must ascertain whether they need to register with [Somerset West and Taunton Council](#) as the operator of a 'food business' – a term that is wide enough to include almost every situation in which food or drink are sold or supplied in a village hall, whether or not for profit. The Management Committee accepts no liability for any failure by the hirer to comply with food safety law. Advice may be obtained from SWT and from the [Food Standards Agency](#).

Food waste and all other waste must be disposed of properly at the end of the hiring period. While waste and recycling bins are located in the back yard, food waste must, for hygiene reasons, be removed from the premises and disposed of by the hirer.

Animals No animals, other than guide dogs, are allowed on the premises, except with prior permission of KVH Management Committee

Electrical appliances Any electrical appliances brought on to the premises must be in good and safe working order with a current Portable Appliance Testing label. All such appliances must be unplugged and removed at the end of the hiring period. Any member of the Management Committee may refuse permission for the use of any equipment which he or she considers may be unsafe. No portable heater of any type may be brought on to the premises.

Smoking KVH is, by law, Smoke Free premises. The hirer is responsible for ensuring that nobody smokes anywhere on the premises. If the hirer allows smoking, both the hirer and the smoker could be fined. If the hirer has asked a smoker to stop smoking and they continue to smoke, the hirer must ask that person to leave the premises.

Fly Posting You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

Sale of goods You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

Stored equipment We accept no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or we will charge fees each day or part of a day at the hire fee hiring until the same is removed. We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- (i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended.
- (ii) Your failure to dispose of any property brought on to the premises for the purposes of the hiring

Accidents and dangerous occurrence You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)

Fault reporting The Management Committee makes every effort to maintain KVH in a safe and usable condition. Please help us by reporting any damage or faults to the Bookings Secretary so that prompt action can be taken to rectify the situation.

WiFi Services When using the WiFi service you agree at all times to be bound by the following provisions: Not to use the WiFi service for any of the following purposes

- (a) Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
- (b) Transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
- (c) Interfering with any other persons use or enjoyment of the WiFi service; or
- (d) Making and transmitting or storing electronic copies of material protected by copyright without permission of the owner.

Termination of the WiFi service We have the right to suspend or terminate our WiFi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (i) If you use any equipment which is defective or illegal;
- (ii) If you cause any technical or other problems to our WiFi service;
- (iii) If, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service
- (iv) If you resell access to our WiFi service; or
- (v) If you use our WiFi service in contravention of the terms of these Standard Conditions.

Availability of WiFi Services Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times. It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and nay other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the main hall. We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performances issues with our WiFi service or wireless communications network generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our Wifi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

Privacy and Data Protection We may collect and store personal data through your use of our WiFi service. We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection 1988 and solely for the purposes of offering the WiFi service. By using our Wifi service you agree to the terms of this clause. If you would like more information or object to anything in these conditions, you should speak to Tony Mudge (Chairman).

Data Protection for hirers Hirers are expected to observe relevant data protection legislation. In particular, photographs or video footage of an event to which members of the public are admitted, whether on payment or otherwise, should not be taken unless those attending have been made aware of their right to be excluded from photographs or video footage. Photographs or video footage of persons under 18 attending such an event should not be taken without express parental consent in writing. The Management Committee accepts no liability for any failure to comply with data protection law. Hirers should seek legal advice if they have any doubt about their compliance.

Damage The hirer is responsible for any damage, defacement or spillage which occurs on the premises during the hiring period. The cost of any necessary replacements, repairs or cleaning will be deducted from any deposit taken and/or will be charged to the hirer as appropriate. Hirers must not use screws, nails, pins, adhesives or adhesive pads or tape to fix items to the internal walls, the doors or other painted or varnished surfaces.

Cancellation If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, return the deposit or require payment of the hire?

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- (i) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) Our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (iii) The premises becoming unfit for your intended use;
- (iv) An emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion of hose at risk of these or similar disasters.

In any such case you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

At the end of the hire period The hirer must ensure that the end of hire checklist is completed. Failure to abide by this list may incur a charge for cleaning, repair, excess costs incurred etc. including impairment of subsequent hirers bookings. See separate end of hire checklist (a laminated copy is left in the hall for the use all hirers).

- the building is left in a safe, clean and tidy condition
 - tables to be wiped clean and dried
 - tables and chairs left set-up in the Denovan room as per the photographic instructions on the wall (also below); there are two chair trolleys available to safeguard against injury. This is why the chairs are stacked with their backs into the room.
 - other tables stacked in racks and secured using safety strap (again as per photographic instructions on wall)
 - chairs to be stacked maximum of 4 high, legs aligned, and with backs out as shown on photos in main hall (also below); there are two chair trolleys available to safeguard against injury. This is why the chairs are stacked with their backs into the room.
 - childrens chairs to be stacked in Denovan room
 - floor of rooms hired to be swept clean
 - any spillages thoroughly cleaned up, with no residues left
 - if used, kitchen to be left clean and tidy
 - if used, dishwasher to be emptied and turned off (see instructions)
 - stage to be left as found
 - stage curtains left closed
 - sound system to be left as found
 - all rubbish to be removed and placed in outside bins found in bins store at rear of hall
- any breakages or damage MUST be documented and the bookings officer informed at the earliest opportunity
- blinds to be left as found, all windows closed
- all extra electric heaters in main hall are off.
- the main heating temperature control is reset to 17. Please do not alter any of the other controls
- all lights are off
- the water heater is switched off
- all waste/recycling has been disposed of properly and food waste removed
- all internal doors are shut
- all property brought into the building is removed, unless the Management Committee has allocated storage for it
- the building is properly locked and secured – all doors to be checked securely shut
- any accidents causing in injury are recorded in the accident book
- any maintenance issues noted recorded in the maintenance book (NB: this does not include any breakages or damage, which must be reported to the booking officer as soon as possible)

No alterations You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without prior written approval. In our discretion, and alteration, fixture or attachment which we have approved may remain in the premises at the end of hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

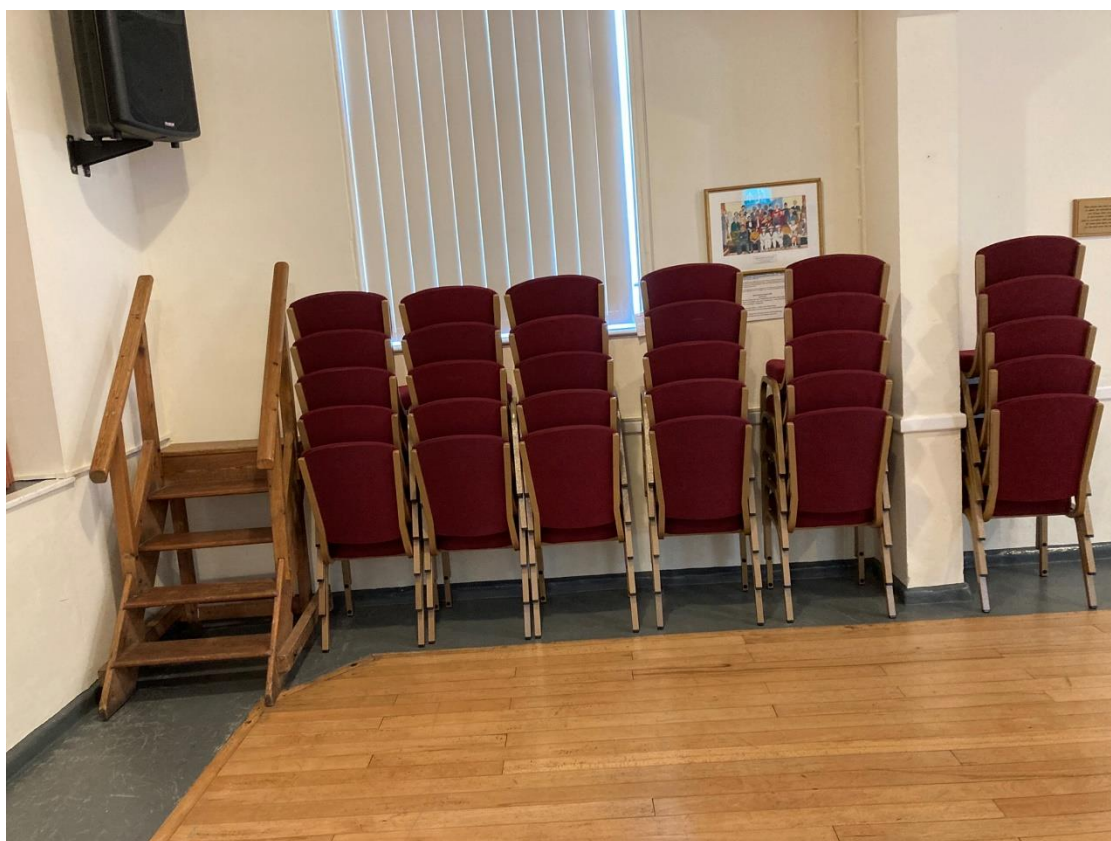
No rights This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

How the tables and chairs must be left at the end of hire:

Main Hall:



Stacks of four, back to room, 7 stacks to left of stage



Stacks of 4, backs to room, 6 stacks, with stage chairs beside, to right of stage

Denovan Room:



Leave 3 tables out, with 8 chair, including all armed chairs. Tables stacked in trolleys to left.



Chairs stacked in 4s, backs to room, to left of tables.

We have a chair trolley to avoid the strain on backs – which is why we ask for the chairs to be left backs into the room, so it can be used easily.

