

## KINETON VILLAGE HALL ASSOCIATION - HIRING AGREEMENT (v5)

### **1 STANDARD CONDITIONS OF HIRE**

**For the purposes of these conditions, the term Hirer, shall mean an individual Hirer or where the Hirer is an Organisation, the authorised representative.**

1. The Hirer will be responsible for the supervision of the premises the fabric and contents, their care, safety from damage, however slight or change of any sort, during the period of hiring.
2. The Hirer will also be responsible for the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the public highway.
3. The Hirer shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire the premises or allow the premises to be used for any unlawful purpose or in any unlawful way, nor do anything or bring onto the premises anything which may endanger the same or render invalid policies in respect thereof.
4. The Hirer shall be responsible for obtaining any licences needed for alcohol, music, or video within the building.
5. The Hirer shall ensure that nothing is done on or in the grounds of the Hall that contravenes the law relating to gaming, betting, and lotteries.
6. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and Local Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment, stage plays or the sale of alcohol.
7. The Hirer will if preparing, serving or selling food, observe all relevant food health and hygiene legislation.
8. The Hirer shall ensure that anything brought onto the premises and used there, shall be safe and in good working order and used in a safe manner.
9. The Hirer must ensure that any Entertainer that they might introduce into the Hall is properly insured for Public Liability.
10. The Hall's insurance does not cover for the use of Bouncy Castles, either inside or out.
11. The Hirer shall indemnify the committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring.
12. The Safety of Children is paramount at all events at which they are included and in particular Children's Parties and other organised events specifically for children. To this end the Hirer must ensure that exits to the Front of the building and therefore the Car Park are monitored at all times to ensure that Children **cannot wander unattended by an adult into this potentially dangerous area.**
13. The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and any amendments to the act, and that only fit and proper persons have access to the children.
14. The Committee reserves the right to cancel this hiring in the event of the hall being required for the use as a Polling Station for the Parliamentary or Local Government election or by election, in which case the Hirer shall be entitled to a refund of any deposit paid.
15. Should the Hall or any part thereof be rendered unfit for the use for which it has been hired, the committee shall not be liable to the Hirer for any resulting loss or damage whatsoever.

## **2 KINETON VILLAGE HALL - SPECIAL CONDITIONS OF HIRE**

**The Hall carries severe noise restrictions.** When music is being played or reproduced, all doors and windows must be closed even during hot weather if the noise level contravenes the constraint under which the hall has to operate. Noise must be kept to a minimum to avoid creating a nuisance. Excessive amplification of music is not allowed as it means that we exceed the noise restrictions under which we are legally bound to operate. **Disco music is therefore not allowed.** Acceptable amplification must cease at 11 pm.

The premises are to be closed by midnight and are not licensed for public entertainment on Sundays.

1. Kineton Village Hall Association will not be responsible for the loss or damage to hirers or users property, however caused.
2. No naked lights (e.g. Candles, Bottle Gas) may be used.
3. **Smoking is prohibited in all rooms of the Hall.**
4. The Hirer undertakes to leave the Hall in a clean and tidy condition, and to use only those facilities hired.
5. Tables to be put away if used and chairs to be stacked at designated points.
6. Hirers must remove all their own property and excess rubbish after each function.
7. A cancellation charge of 25% of the hiring charge may be made unless the Booking Clerk is given 21 days notice.
8. KVHA user groups and block bookings will be billed monthly. Other hirers may be required to pay a deposit on booking and will be billed for the balance after the event. If the charge is small then the hirer may be asked to pay the full amount at the time of booking.
9. The Kineton Village Hall Association reserves the right to refuse any booking at its sole discretion.
10. Children are not allowed on the Stage unless participating in an organised show.
11. **If the Hirer cannot be present at all times during the function then another person (over the age of 21) who can be present at all times is to be nominated as the person in charge of the function and that person must be known as the 'person in charge' to all assistants.**
12. **The Hirer / Nominated person must ensure that good order and conduct is maintained and that someone is nominated for Safety arrangements.**
13. The Hirer ( Responsible Person ) must ensure the following measures are taken
  - a) The Maximum number of people permitted in the Hall ( 200 ) is NOT exceeded at any time during the hire period.
  - b) It is made clear to everyone attending that SMOKING IS PROHIBITED in all rooms in the Hall (Please point out the 'No Smoking' signs on the walls if necessary)
  - c) Any person wishing to smoke should be advised to do so outside and should put cigarette ends in the Special Bins provided.
  - d) All entrance doors, exit doors and passageways must be kept clear of any obstructions during the whole hire period.
  - e) For seated audiences up to 100 there must be two nominated attendants - over 100 there must be three attendants. These attendants must be fully aware of the equipment to use and the actions to take in the event of a Fire. During the performances, attendants are to have no other duties. An attendant should be on door duty at all times if the front door is left unlocked.
  - f) The bolts on the side gates should be withdrawn so that in the event of an emergency it is possible to escape from the Rear of the Hall to the car park.

## KINETON VILLAGE HALL - CONDITIONS OF HIRE

- g) During the Hours of darkness if it is necessary to switch off the normal lighting in the Small/Large Hall area (for film shows, overhead projector / slide show or stage play or any other reason) then the Fire Exit signs fitted with switches must be switched to the ON position.
- h) Attention should be drawn to the Location of Fire Exits, Break Glass Alarm Points, and Fire Fighting Equipment. A plan showing the positioning of all of these items is attached.
- i) No waste or combustible materials are allowed within 30cm of any Storage Heaters during the whole Hire period.
- j) Wiring of all portable equipment such as loudspeakers, lighting, etc must be clear of all gangways and if on the floor must be sealed down.
- k) The Backstage Store Area and Stage are strictly out of bounds to all other than those involved in a production using the stage. The Bolted door to the Library from the Rear Stage Area must be unbolted if the Rear Stage and Stage areas are being used during the Hire Period to allow access to the Fire Exit situated in the Library area.

### **3 ALCOHOL**

The Hirer understands that the Hall is Not Licensed for the sale of Alcohol and if it is required then they must apply to the Licensing Authority of Stratford on Avon District Council for a **'Temporary Event Notice'**. The Booking Clerk must be notified at the time of Booking if Alcohol is to be sold at the event.

### **4 FACILITIES**

Use of the Kitchen, Crockery, Glasses, Cutlery, tables, and chairs are included in the Hire Charge.

### **5 FIRE SAFETY AT KINETON VILLAGE HALL**

The Hall holds a 'Premises Licence' under the Licencing Act 2003, an act administered by the Stratford District Council. Within the requirements of that Act the hall also meets the fire safety requirements of the Warwickshire County Council in their capacity as a Fire Authority, it being adequately provided with Emergency Exits, Portable Fire Extinguishers, Emergency Lighting, and a 'Break Glass' fire alarm system, which also includes an automatic smoke detector in the storage area behind the stage.

#### **5.1 Emergency Exits**

Consult the map at the end of this document for location of the emergency exits. Emergency exits should be used to exit the building – typically this will be to the rear of the building, and people should make their way around the side of the building and through the gates. The gates should have been unbolted (described above), but if not, there is a bolt near the top of the gate.

#### **5.2 Fire Extinguishers**

Consult the map at the end of this document for the location of the fire Equipment on site.

#### **5.3 Fire Alarm Buttons**

Consult the map at the end of this document for the Alarm buttons – they are usually by the fire exits.

#### **5.4 Emergency Lighting**

In the event of the failure of the mains electricity supply, emergency lights will come on in the small and large halls, the library, and in the passage off the foyer. All Exit signs will also illuminate along with external wall lights to the rear of the building. The emergency lights will remain on for 4 hours and will automatically extinguish on the restoration of the mains electricity.

## **5.5 Action to be taken in the event of the outbreak of Fire or on hearing the fire alarm bells**

### **On Discovering a Fire**

- Operate the nearest Break Glass alarm point and also warn others by shouting 'Fire'
- Leave the building if necessary.
- Call the Fire Brigade by dialing 999 and asking to be connected to the Fire Service.
- Give the Fire Service the address of the Village Hall (Mill Street, CV35 0LB) and if time permits explain the nature of the fire. (also could use What3words ///cool.boost.contrived)
- If possible, and at no risk to yourself, attempt to extinguish the fire using the appropriate fire extinguisher remembering to direct the stream from the extinguisher to the BASE of the fire.

### **On Hearing the Fire Alarm Bells**

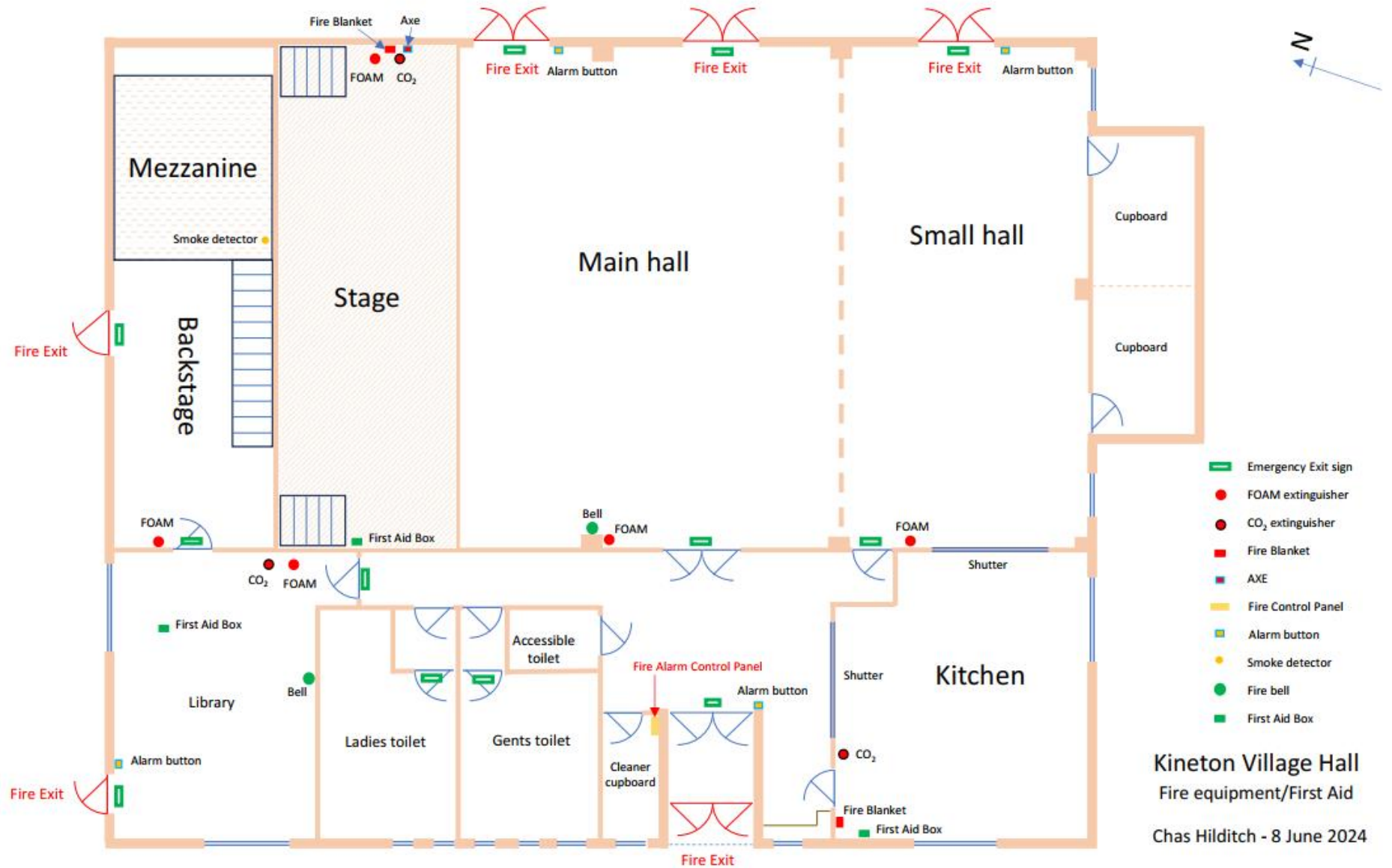
In the event of any alarm, Hirers should ensure immediate evacuation of the building via the nearest exit and rendezvous in Battle Court (road), for 'A Role Call' to be taken, if names known. The use of Battle Court is to keep the building and car park clear for the Fire Services. Care is needed to ensure people are not on the road, since it may have vehicular traffic.

People should not deviate to collect baggage or clothing and should not be allowed to re-enter the building until permission is given.

## **6 HEATING**

Heating via storage heaters is provided and included in the hiring charges. Additional electric heating via bar radiators is available in the Large Hall and Small Hall paid for by Pay Meters. Coins are required for the Small Hall and Cards for the Large Hall. The pay meters are in the cupboard near the entrance to the kitchen.

**KINETON VILLAGE HALL - CONDITIONS OF HIRE**



**Kineton Village Hall**  
 Fire equipment/First Aid  
 Chas Hilditch - 8 June 2024