

Kemerton Village Hall

Main Road, Kemerton, Tewkesbury, Glos GL20 7JE

www.kemerton.org.uk

Registered Charity No: 523159

VAT registration No: 310037957



Treasurer Mrs. Judith Woodman
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Bookings
Email: bookings@kemerton.org.uk

USER AGREEMENT

Responsibilities of Hirer and Conditions of Hire

Kemerton Village Hall's facilities are hired on the agreement that the Hirer will comply with all the rules, regulations and conditions applicable including those under the Licensing Act 2003, the Equality Act 2010, and the Health and Safety at Work Act etc. 1974 and the Management of Health and Safety at Work Regulations 1999. These Conditions of Hire must be read together with all the documents included on www.kemerton.org.uk Breach of the requirements of any acts or regulations will render the Hirer liable to the penalties so provided.

The Hirer must ensure that the hall premises are only used for the purposes as outlined during booking; that no illegal drugs or over indulgence of alcohol is permitted; that no flammable substances (including decorations) or portable heaters are brought into the premises without the consent of the Committee; that any accidents are recorded in the Accident Book (located in the kitchen) and reported to the Committee; **that no animals other than guide dogs** are permitted unless advance permission has been granted; that no animals enter the kitchen.

The Village Hall Committee accepts no responsibility for non-conformity by the Hirer to any rules or regulations applicable to the use of the hall by the Hirer. It is the responsibility of the Hirer to ensure compliance with these Conditions of Hire throughout the period of hire.

1. **AGE OF HIRER:** The Hirer, who must be over 21 years of age, agrees to be present throughout the period of the hiring session in order to ensure compliance with the Conditions of Hire.

2. **CAPACITY:** The Main Hall including Stage is licensed to accommodate a maximum of 100 seated or unseated (including the organisers/performers). The Victoria Room can accommodate 16 persons. The kitchen can accommodate 12 persons. These numbers must not be exceeded under any circumstances.

3. **STEWARDS:** The Hirer is responsible for the discipline and the maintenance of good order within the Hall and its environs. The Hirer must provide sufficient stewards, whether on payment or otherwise, and whose names are provided on request of the Committee, to perform this function. For parties or discos where the attendance is by children under the age of 18, the Hirer is responsible for ensuring that supervision is at least one adult for every eight children.

4. FIRE PRECAUTIONS: The Hirer is responsible for carrying out fire procedures during the period of hire. The Hirer, and any stewards, must familiarise themselves with; the location of fire extinguishers, the emergency exits, kitchen fire blanket and the building's 'Break Glass Alarms'. These are clearly marked on a plan inside the entrance lobby of the village hall.

All exit signs will be illuminated while the Hall is in use. Fire exit doors, emergency exit doors and escape routes must not be locked or obstructed for the duration of any event. The Hirer must nominate a designated steward who must ensure the escape corridor at the side of the stage and steps to the stage are kept clear in the event of an emergency.

Bringing fireworks into the hall, or the ignition of fireworks in the hall or on the patios, is expressly forbidden. The use of candles and burning incense is also prohibited.

IN THE EVENT OF A FIRE anywhere in the building, the Hirer should determine whether to use a fire extinguisher or break one of the "Break Glass" Alarms and ensure the immediate evacuation of the building.

By using a mobile phone, the Hirer should a) ring 999 to summon the Fire Brigade and other emergency services as required b) call the Committee members named on the emergency contact list in the Entrance Hall and Section 5 below.

Occupants evacuated should meet at the Assembly Point on the grass to the right of the village hall as seen from the road and the Hirer should determine if everyone at the event is accounted for and await the arrival of the emergency services. It is expected that all stewards appointed by the Hirer shall act as Wardens/Fire marshals in the event of any emergency.

5. EMERGENCY PHONE NUMBER:

The first point of contact is the Committee of KEMERTON VILLAGE HALL: bookings@kemerton.org.uk

Richard Pasco, Hall Manager Mob 07933 371160

If no response, please contact additional Committee members listed in the front entrance of the hall.

6. SMOKING: Is not permitted anywhere inside the hall. Failure on the part of the Hirer to observe this will result in loss of deposit.

7. ALCOHOL: No persons under 18 years of age may be supplied with, or permitted to consume, intoxicating liquor on the premises. If your event involves bringing alcohol into the hall premises in any way whatsoever, you must advise the Booking Secretary when booking. You will not need to get a license if:

- The alcohol will be in bottles / cans that remain closed throughout the event and that are used as prizes alongside other non-alcoholic drinks;
- where alcohol is served to invited guests for no charge at a private function;
- where the event is organized by a club or society and the alcohol is genuinely free of charge, direct or indirect, to participants, having been donated, or brought in by individuals solely for their own consumption.

For other situations, alcohol may **NOT** be served **UNLESS** a license has been obtained at least one month prior to your event from Wychavon District Council and confirmed with the Committee. Any bar must have a range of soft drinks available.

LICENSING FOR YOUR EVENT: Before an ad-hoc event including licensable activities takes place in England or Wales, the local licensing authority must be given Notice that “licensable activities” are planned. A Temporary Event Notice (TEN) Application Pack can be completed and paid for online from Wychavon District Council, (£21), at least ten clear working days before the event.. A Temporary Event Notice can be submitted online or by post no later than ten clear working days before the event but it is strongly recommended that at least six weeks’ notice be given to allow time for any problems to be resolved. It is your responsibility to submit the TEN, but you may only do so with the express and prior consent of the Booking Secretary and you must send to him/her a copy of the permission before your event takes place. In all circumstances, you will be responsible legally for the proper management of any sale or supply of alcohol that is permitted at your event. <https://www.wychavon.gov.uk/business/licensing/alcohol-and-entertainment?view=article&id=494&catid=15>

8. PROTECTION OF CHILDREN, YOUNG PEOPLE VULNERABLE ADULTS: Should the event involve children, young people and/or vulnerable persons, the Hirer should be aware and comply with the requirement of the Disclosure and Barring Service for persons actively engaged in/with the event. We require groups and individuals to have a current policy of safeguarding children, young people and vulnerable adults. Please refer to KEMERTON VILLAGE HALL’s Safeguarding Policy on www.kemerton.org.uk

9. FOOD: If food is to be prepared and/or sold on the premises, Hirers are responsible for ensuring that all stages of the preparation and serving meet the required health and hygiene standards. Food may be cooked on the premises, but the hall kitchen has only basic facilities; the hirer should determine its suitability. **All rubbish, including recycling, should be removed from the kitchen and taken home by the user, and no food waste should be left behind.**

10. FIRST AID: in the event of minor injury or accident a FIRST AID KIT is provided on the shelf in the kitchen. Every accident should be recorded in the accident book provided on the shelf in the Kitchen, and the Committee informed.

11. HOURS OF USE: The Village Hall Committee reserves the right to restrict the hours of use of the whole or any part of the building in particular circumstances. In no case may the use of the Hall or the playing of music be extended beyond 11.30pm.

12. TIME-KEEPING: It is the responsibility of the Hirer to ensure that the start and finish times of the hiring sessions are strictly observed allowing a smooth handover to the next Hirer. The premises must be vacated at the end of the last booked session on each day. Booking times must include setting up, packing away time and cleaning, although the Hall will try to allow 10 minutes either side of a booking to make this easier.

13. TIDINESS AND USE: The Hirer must leave the facilities hired in a clean and tidy condition after use. Cleaning materials and equipment are kept in the Housekeeping store off the main hall, under the kitchen sink and in one of the kitchen units. The hall floor must not get wet. Any of the Hirer’s property or equipment in the hall is left at the owner’s risk. All rubbish and litter must be removed from the premises by the Hirer or other persons using the building. Any tables and chairs used are to be cleaned and returned to the store. A charge will be made if the premises are not left clean and tidy. Alcohol must not be left on the premises unattended and must be removed at the end of the hire period. All heating, lighting and other electrical appliances must be switched off before leaving premises. A surcharge may be made if this is not complied with.

Heating and lighting will be available throughout the session period. The Committee should be notified of any unforeseen interruption in the electrical supply.

The Hirer is responsible for any damage to the fabric or contents of the hall and patios, and may have to surrender the booking deposit as payment for repairs / replacements / additional cleaning as required.

ANY DAMAGE OR BREAKAGES MUST BE REPORTED TO THE COMMITTEE WITHOUT DELAY.

14. **NOISE AND BEHAVIOUR:** The Hirer will endeavour to ensure that the level of any noise is kept within acceptable limits, with particular reference to the evening hours, and that all music ceases at 11.30pm. The Hirer will not permit any obstruction or disturbance to neighbouring residents, and ensure a responsible attitude towards other guests and the residents of Kemerton.

15. **PARKING:** Movement of vehicles on the surrounding roads should be kept to a minimum particularly in the late evening. We encourage guests to park down by the War Memorial and elsewhere in the village.

16. **BETTING, GAMING AND LOTTERIES:** Nothing shall be done on the premises, which contravenes the law relating to betting, gaming and lotteries.

17. **LOSS OR DAMAGE:** The Village Hall Committee shall have no responsibility for any loss or damage to the Hirer's property placed in the Hall.

18. **CANCELLATION:** For one-off and regular bookings 48 hours notice is required or you will be charged. For whole venue weekend bookings 1 months' notice is required or you will be charged. KEMERTON VILLAGE HALL reserves the right to cancel in the event of an emergency, if required to by a local authority or on subsequent to receipt of information that may invalidate the booking e.g. breach of licence, unlawful / unsuitable activities.

19. **SUPERVISION:** The Hirer will grant access to any Police, Fire or Local Government Officer and to the Designated Premises Supervisor or their deputy at any time during the hiring. Members of the Village Hall Committee may enter the premises at any time to ensure its Standard Rules and Conditions are being kept.

20. **PAYMENT:** Payment for hall rental is due at confirmation of booking by email. For **whole-venue weekend booking, a security deposit of £250** must be received and cleared in the hall bank account before the booking can be considered confirmed. Payment terms are outlined when making the online booking.

21. **ELECTRICAL EQUIPMENT:** Any electrical equipment brought onto the Hall premises by the Hirer or on behalf of the Hirer (i.e. Music players, Disco equipment, etc.) must be in safe working order and have a valid PAT (Portable Appliance Test) Certificate.

22. **INSURANCE:** KEMERTON VILLAGE HALL has third party and public liability insurance to cover its responsibility to provide a safe environment. Hirers are advised to hold insurance to cover the risks associated with their use of the premises or claims made upon the Hirer by KEMERTON VILLAGE HALL in the event of any accidental or malicious damage, breakages, loss of property or injury to persons. Examples also include: using bouncy castles, spillage of paint on clothing or furniture, food poisoning, collapses of Hirer's display stand.

If your booking is for a commercial venture, i.e. an organisation or activity trading for profit, the Committee will require a covering letter on your organisation's official stationery, confirming the purpose, date and period of hire for which you are applying, signed by an authorised signatory, together with a copy of a valid public liability insurance certificate.

23. **SALE OF GOODS:** If the event involves the sale of merchandise, the Hirer needs to comply with the provisions of the Fair Trading Laws. Prices for goods need to be prominently displayed together with the organiser's name and address. Any discount offers should be based on the manufacturer's recommended retail price.

24. HEALTH AND SAFETY POLICY STATEMENT: KEMERTON VILLAGE HALL's Committee considers the promotion of the health and safety of its employees at work and those who use its premises, including contractors who may work there, to be of paramount importance. The Committee recognises that the effective prevention of accidents depends as much on a committed attitude of mind to safety as on the operation and maintenance of equipment and safe systems of work. To this end, it will seek to encourage cleaners, volunteers, committee members, Hirers and users to engage in the establishment and observance of safe working practices.

It is the intention of KEMERTON VILLAGE HALL's Committee to comply with all Health and Safety legislation and to act positively, where it can reasonably do so, to prevent injury, ill-health or any danger arising from its activities and operations.

Our policy is to:

- a) provide healthy and safe working conditions, equipment and systems of work;
- b) keep the hall and equipment in a safe condition;
- c) provide such training and information as is necessary; for staff, volunteers, committee members, Hirers and users.

Cleaners, volunteers, committee members, Hirers and users are expected to recognise their duty to comply with the practices set out by the committee, with all safety requirements set out in the hiring agreement, and with safety notices on the premises, and to accept responsibility to do everything they can to prevent injury to themselves or to others.

It is the duty of all staff, cleaners, volunteers, committee members, Hirers and users to take care of themselves and others who may be affected by their activities and to co-operate with the Village Hall Committee in keeping the premises safe and healthy, including the grounds.

KEMERTON VILLAGE HALL reserves the right to change these Terms & Conditions
at any time at their discretion.

INFORMATION FOR HIRERS

Requirements for booking the Kemerton Village Hall

Location: The Hall is located on Main Road, Kemerton, a short walk from the War Memorial. The Hall postcode for Satnav is GL20 7JE.

Management: The Hall is a charity (registration number 523159). Elected directors and representatives from the village form the Village Hall Committee and govern the charity.

Bookings and payment: Please check availability via www.kemerton.org.uk under the Village Hall menu option. Your booking is not confirmed until your completed Booking Form is received by the Committee by email AND payment for your event has cleared in the Hall's bank account ahead of your booking. See booking form for details. All regular long-term bookings are subject to the approval of the Village Hall Committee. Please refer to Responsibilities of Hirer and Conditions of Hire for further information.

Access: Keys to the front door are available in the key safe close to the kitchen door in the back alley. A code will be issued to each Hirer by email before their event. Hirers should not pass the code on to people unconnected to their event.

Licenses: When a license for alcohol has been obtained, the Committee will need to see evidence of this. Please see Responsibilities of Hirer and Conditions of Hire - Section 7

Hall equipment and facilities: Male and female toilets and an accessible toilet are available; 100 upholstered chairs; 49 additional folding chairs; folding tables (18 large and 27 small); water boiler / tea urn; dishwasher; limited crockery, cutlery, glasses, and teapots; first aid kit (Kitchen). Please refer to the Instructions for Hall Users for information about how to operate the Hall facilities.

Heating and lighting: These are available as part of your booking. All facilities are centrally heated apart from the toilets, at no extra charge.

Kitchen: Use is free of charge and shared between the Hirers of the three rooms unless specifically booked in advance with the Committee. A outside tap is available outside on the North face of the building. Instructions for use of the dishwasher are on top of the machine, **please note it takes one hour to heat up ready for use.**

Cleaning equipment: This is kept in the Housekeeping Cupboard by the Disabled WC. If the Housekeeping Cupboard is locked, please use your front door key to unlock it. Basic cleaning supplies are also kept under the sink in the kitchen. Brooms and floor sweepers are located on stairs up from the stage and in the fire escape corridor.

WIFI: Is available at users' risk. The Wifi password is: **KVHaccess2021** - The code is also available in the Instructions for Hall Users document.

Disabled facilities: KEMERTON VILLAGE HALL's Committee is committed to a programme of improvement to enable disabled visitors the maximum reasonable access to all parts of the hall and minimise all unnecessary restrictions to such visitors enjoying the Hall's facilities, including the following:

- Disabled car parking outside the entrance is acceptable for setting down/picking up on level ground
- A toilet with washing facilities suitable for disabled visitors is provided.
- Aids to communication: An audio loop system is provided in the Main Hall.

At the end of hire: Please ensure all kitchen appliances, water heater and lights are switched off, and all doors and windows are securely closed and all blinds in the Main Hall, Stage and Front Entrance are down when you lock up the Hall. This includes external lights if used. (Note: The external lights remain on for 10 minutes after you switch them off. The lights in the toilets are on a timer and cannot be manually switched off, these remain on for 20 minutes.) Replace furniture on storage racks as you found it (photographic instructions on racks). Return the central heating setting to default ("timed") position if you have changed the settings.

Please remove all your rubbish from the kitchen and never leave food waste behind. Wash up and put away any cups, glasses or dishes that have been used. Leave the sink and countertops wiped and tidy. Sweep the floor of your room using brooms and dustpans provided. The premises should be left in a good clean state ready for the next letting. On completion of the letting and return keys securely to the outside key safe. Do not share the key safe code with outsiders. Please check the notice boards in the entrance lobby for any further information.

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