

CROOK^{OF}DEVON

VILLAGE HALL

STANDARD CONDITIONS OF HIRE INFORMATION FOR HIRERS

For office rental conditions of hire see No. 20

Crook of Devon Village Hall, Station Road, Crook of Devon, KY13 0PG
Entertainment Licence Number: 01370200 (PRS & PPL)
Registered Charity Number: SC026692

BY PROCEEDING WITH YOUR BOOKING YOU ARE DEEMED TO HAVE UNDERSTOOD AND ACCEPTED THE FOLLOWING TERMS & CONDITIONS OF HIRE OF CROOK OF DEVON VILLAGE HALL

It is the responsibility of the Hirer to read these conditions carefully and ensure that you and your users adhere to them. For the purpose of these conditions:

- the term 'COMMITTEE' shall mean the Crook of Devon Village Hall Committee
- the term 'HALL' shall mean the Crook of Devon Village Hall
- the term 'HIRER' shall mean the individual or organisation booking the Hall as recorded on the booking form.

PLEASE BE AWARE THAT THE ENTIRE BUILDING IS A NON-SMOKING AREA.

1. BOOKINGS

- The Hall may be booked for recurring or single letting. Hall hire is charged by the hour & session. The specified rates cover the use of the main hall, the kitchen, associated lavatories and access to WIFI.
- Hirers must be **21 years or over**. If the event is to involve persons under the age of 18 years, the Hirer must ensure that children under 18 will be supervised, with one adult supervisor per 10 children.
- Regular Bookings with Fees/Commercial Hirers: Please provide copies of your relevant Public Liability Insurance Certificate.
- Booking requests are provisional until confirmed.
- The capacity of the Hall is 117 throughout the building.
Main Hall (max. 96); Kitchen (max. 16); Office 1 (max. 2); Office 2 (max. 3).
- Normal booking times are between 0830 and 2200. Functions must finish no later than 0030. Music must cease by 2330.
- All bookings include **a half hour** set up and clean up time – any further time required is chargeable..
- No apparatus or equipment of any description can be left on the premises without prior consent of the Committee.
- The Committee will not be responsible for any damage, injury or loss of goods of property brought into or left at the Hall by the Hirer or persons attending the event.

2. DEPOSITS & CHARGES

- For 'one-off' events a 50% deposit is required and must be paid at the time of booking.
- The balance of the booking fee is payable not less than fourteen days before the event for which the premises are hired.
- Public Liability is the responsibility of the Hirer pro tem.
- The Hire charge and deposit are subject to review by the Committee.
- Regular Hirers will be invoiced monthly in arrears and payment terms are strictly 7 days from the date of invoice.
- The standard charges cover the provision of heating, normal lighting and normal cleaning in connection with each Hall let.
- Additional charges will be levied if the hall is not left clean and in good condition, especially the kitchen/catering facilities. A charge will also be levied if Hall lighting is left on after the end of your hire period.
- Should a call-out to the Hall be required as result caused by the Hirer, a call-out charge will be levied.

3. CANCELLATIONS OF ONE-OFF EVENTS

- No charge if cancelled four weeks or more before a booking.
- 50% of booking charge is due if cancellation is between one and four weeks before a booking.
- 100% of booking charge is due if cancellation is one week or less before a booking.
- The Committee reserves the right to cancel any booking by giving notice in writing and returning the hiring charge and deposit, should the purpose of hiring the Hall be in any way improper or unauthorised, or should the building be required as a Polling Station, or in the case of force majeure. The Committee shall not be liable to pay the Hirer any money/loss incurred by the cancellation.

4. HEATING

- Heating is controlled centrally, however if you wish to change the setting please adjust the thermostat situated on the wall in the zone that you are using.

5. KEYS

- The key will be available from the key safe located by the front door of the Hall. The Hirer will be notified of the code one day prior to their let.
- The key safe code will be changed on a regular basis.

6. INTERRUPTION OF REGULAR BOOKINGS

- If a Hirer is a regular weekly user, the Committee reserves the right to cancel all, or part of, certain bookings in favour of one-off bookings. Such cancellations shall not occur more than once a month, and at least six weeks' notice shall be given of such cancellation.
- The Committee reserves the right to nominate a specified weekday evening as not being available for regular weekly bookings, so that priority can be given to monthly, or less frequent, bookings.

7. CANCELLATION BY THE HIRER OF REGULAR BOOKINGS

- If the Hirer cancels the booking before the date of the event and the Committee is unable to conclude a replacement booking, the Committee may, at their discretion, require a further payment of hire fees or withhold part of the deposit and hire charge already paid.

8. RESPONSIBILITIES OF THE HIRER

The Hirer shall be responsible for:

- Being familiar with, and complying with, the guides provided for the use of the Hall
- 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 purpose of hire is as described in the booking request
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons
- Ensuring that no skateboards, wheelies, scooters or rollerblades are used in the hall or in the car park
- Ensure that **no nails, screws, tape or Blu Tack** is used to make fixings in structure, furniture or fittings unless special permission is given
- Ensuring that the Premises (including foyer, kitchen, kitchen appliances, offices 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 children are allowed into the kitchen area and always supervised within the café area
- Ensuring that no animals (including birds), except assist dogs are brought into the building, without written permission of the Village Hall Committee on the occasion of a special event or hire agreed to by the Village Hall Committee
- Ensuring that NO animals whatsoever enter the kitchen area 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

The Committee reserves the right to enter the Hall at any time during an event if it has reason to believe there may be a problem, and to impose further conditions on the spot or curtail the event as it considers necessary for the welfare of the guests or the safety of the building or the impropriety of use.

9. FOOD SAFETY

- Under the Food Safety Act 1990, it is the responsibility of persons providing food for any event held in the Hall to ensure that they are aware of and abide by the legal requirements. The Committee is not responsible for any food brought into the Hall.

10. ALCOHOL

- The Hirer is responsible for notifying the Committee if they wish to sell alcohol. The Hall is unlicensed to sell alcohol therefore if you wish to sell alcohol then you must apply for an Occasional Licence from Perth & Kinross Council no fewer than 6 weeks before your event. This application must only be made after consultation and agreement with the Committee.
- No licence is needed for consumption of your own alcohol.
- It is an offence to sell/serve alcohol to persons under 18 years of age.
- If for any reason alcohol is being sold without a licence or there are signs of alcohol-related behaviour the Committee can close the event immediately.

11. DRUNK AND DISORDERLY BEHAVIOUR AND SUPPLY OF ILLEGAL DRUGS

- The Hirer shall ensure that to in order to avoid disturbing neighbours and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought into the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises.

12. FIRE PRECAUTIONS

- Hirers must make themselves familiar with the location of the emergency exits, fire extinguishers, lighting switches, first aid facilities and of the importance of fire doors. Hirers will be responsible for informing all those using the Hall of the position of the emergency exits. Hirers must also familiarise themselves with the instructions on what to do in case of fire. Instructions are displayed at Fire Alarm Call points and our Fire Risk Assessment Emergency Plan for the Hirer is supplied as part of the acceptance of the Standard Conditions of Hire.
- Fireworks, party poppers and candles are not allowed, either for internal or external use with the exception of birthday cake candles.
- In addition, **regular hall users** should carry out emergency evacuations and fire drills at intervals, which they consider appropriate, but should be at least once per term.
- The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the secretary of the management committee.

13. MUSIC & ENTERTAINMENT

- The Village Hall holds a Joint Music Licence (PRS & PPL) that covers both the performance of live music and the playing of recorded music on the premises – 'Community Buildings Tariff'. However, some music is specifically excluded and the Hirer is responsible for ensuring that, where necessary, they have or obtained the appropriate licence.
- The Hirer is responsible to ensure that users:
 - Do not contravene the law relating to gaming, betting, and lotteries
 - Do not play music beyond 2330 and close the Hall at a time to comply with any bylaws for regulating theatres, music, halls and public dancing which will normally be no later than 0030 for dance functions
 - Do not allow children to view age-restricted films classified according to the recommendations of the British Board of Film Classification

14. ACCESS FOR ALL

- There is access into the building for wheelchair users into the building and a designated lavatory inside. Assistance dogs are welcome in the Village Hall.

15. CAR PARKING

- Vehicles are parked at owner's risk. The two spaces at the front of the hall are reserved for disabled parking however they may be used temporarily for loading & unloading.

16. INSURANCE

- The Hirer is responsible for ensuring that any third party such as a catering company or operator hired to bring in equipment (eg. disco equipment) onto the Premises has relevant and appropriate insurance, which shall include public liability insurance.
- If the Hirer is operating as a business, they are responsible for ensuring that they have relevant and appropriate insurance, which shall include public liability insurance.

17. BOUNCY CASTLES

- Bouncy castles are **NOT** permitted in the Village Hall or Car Park area.

18. ACCIDENTS AND DANGEROUS OCCURRENCES

- The Hirer must report all accidents involving injury to the public to an authorised representative of the Hall as soon as possible and complete the relevant section in the Hall's Accident Book located with the First Aid Box in the Kitchen. The hirer shall ensure the appropriate medical assistance is sought, or an ambulance is called.
- Any failure of equipment, either that belonging to the Hall, or brought in by the Hirer must also be reported as soon as possible.

19. STORED EQUIPMENT

- The Hall may provide storage space for regular users. The 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 Committee 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.

20. RENTAL OF OFFICES

- The Offices may be booked for recurring or single letting. Room hire is charged by the session. The specified rates cover the use of either office and associated lavatories.
- Hirers must be **21 years or over**.
- Booking requests are provisional until confirmed.
- Hirers will be invoiced monthly in arrears and payment terms are strictly 7 days from the date of invoice.
- The capacity of Office 1 is 2 persons. The capacity of Office 2 is 3 persons.
- Normal booking times are between 0830 and 2200.
- Included in the hire is use of the room, tea & coffee facilities, and access to WIFI and a printer.
- Consideration must be given to Hirers in the Main Hall. Hirers are responsible for ensuring that the noise level during their hire is not such as to interfere with other activities within the building.
- All personal equipment must be removed at the end of the hire.
- The Committee will not be responsible for any damage, injury or loss of goods of property brought into or left in the offices by the Hirer.
- The key will be available from the key safe located by the door accessing the Office area of the Hall. The Hirer will be notified of the code one day prior to their let. The key safe code will be changed on a regular basis.

21. PUBLIC HEALTH

- The Hirer is responsible for conforming to all Public Health legislation and guidance that relates to the control of viral pandemics or diseases such as Covid-19 and to take reasonable precautions to stop the spread of the virus

22. SUPERVISION

- Child Protection It is the responsibility of the Hirer (under the Children Act 2004) to ensure the safety of all children at all times at any event. There is also a responsibility to safeguard vulnerable adults. The Committee has a Policy for Child Protection and Safeguarding of Young People and Vulnerable Adults. This document can be found on the Hall website.
- Hirers are responsible for the observance of the law regarding child protection, in particular that adults having continued and close contact with children or vulnerable adults should have applied to Disclosure Scotland for a Protecting Vulnerable Groups (PVG) background check.
- PVG (Protecting Vulnerable Groups) check – a declaration form for such user groups should be signed and returned with the booking form.
- Any incidents should be reported to the Police and the Committee.

23. SUPPLY & RETENTION OF PERSONAL DATA

- If you hire the Hall we (the Crook of Devon Village Hall Committee) will hold data about you for booking and invoicing purposes. Please see our **PRIVACY POLICY** for details.

24. CHECKLIST FOR HIRERS OF CROOK OF DEVON VILLAGE HALL

In order that the Hall can be kept in good condition for all, would Hirers please do the following at the end of each hire:

1. Please ensure that the Hall floor is left in good condition (ready for the next user). Sweep or mop the floor to remove any crumbs etc. (Cleaning equipment will be found in the cleaning cupboard).
2. Make sure tables are clean before being put away. Put away tables and chairs where you found them.
3. Check that all taps in the lavatories and kitchen are turned off, make sure the lavatories are clean, that the refrigerator is empty and clean if you have used it, and any cups, plates etc. that you have used are washed, dried and put away.
4. Use the bin bags provided to dispose of rubbish in the outside bin and recycling in the appropriate containers. Any rubbish that exceeds the capacity of the outside bin must be removed by the Hirer.
5. When you leave, check that all doors and windows are closed.
6. If used, turn off and empty hot water urn in kitchen.
7. Switch off all the lights you have put on.
8. Sanitise all common touch points.
9. Lock the outer doors.
10. Return the key to the key safe on the outside post.

Your deposit will be forfeited if the Conditions of Hire have not been met.

Thank you for your cooperation.