

**HORTON KIRBY AND SOUTH DARENTH PARISH COUNCIL**  
**VILLAGE HALL/JUBILEE HALL**  
**TERMS AND CONDITIONS - OCCASIONAL USERS**

**Building Access**

The keys to the Village Hall/Jubilee Hall are managed by the Parish Office  
 Tel: 01322 865193 Email: [clerk@hortonkirbysouthdarenthparishcouncil.gov.uk](mailto:clerk@hortonkirbysouthdarenthparishcouncil.gov.uk) **The hirer must collect keys during Office opening hours Fri 9am-12.30pm**

**Applications**

All applications for the hire of the hall must be made on the proper form which may be obtained from:  
[bookings@hortonkirbysouthdarenthparishcouncil.gov.uk](mailto:bookings@hortonkirbysouthdarenthparishcouncil.gov.uk)

Or download from the website: [www.hortonkirbysouthdarenthparishcouncil.gov.uk](http://www.hortonkirbysouthdarenthparishcouncil.gov.uk)

The Council Office is open for personal or telephone callers on Fridays between 9.00am and 12.30pm.

**Bookings**

**A confirmed booking will exist when a properly completed application form, signed T's & C's and full payment have been received at the Parish Council Office within 48 hours.**

The booking fee is required, with the properly completed form and signed Ts&Cs before a booking is confirmed and accepted. Payment should be made via card or BACS, under no circumstances send cash in the post. The Council Office will send the booking confirmation via email.

**Booking restrictions**

The Parish Council reserves the right to refuse any application. The Council accepts no obligation to offer any explanation for such refusal or offer any right of appeal. The Parish Council do not accept 16<sup>th</sup>, 18<sup>th</sup> or 21<sup>st</sup> birthday party bookings. Bookings for engagements and weddings are only taken for genuine family events when a range of age groups will be in attendance. Any misinformation on this subject will result in retention of the deposit against damage and breach of conditions.

**Deposit against damage, excessive dirt and breach of conditions**

The hirer will provide a damage deposit of £300, taken as a pre-authorisation by card, against the initial cost of any damage caused to the buildings, goods, chattels, apparatus or appliances within the boundaries of the Village Hall and caused within the period of the hire. Any breach, including smoking or vaping in the premises or holding a young persons' party under another guise, will result in the loss of the whole deposit. Use of social media to advertise young people's events which result in uncontrolled access will also result in loss of deposit and the booking will be cancelled by the Council forthwith. If the hall is left in an unacceptably dirty condition the cost of additional cleaning time and materials will be deducted from the deposit.

The damage deposit pre-authorisation sum will be cancelled off the same card, following an inspection of the Hall and any appropriate deductions.

### **Cancellation – by the Hirer**

If the hirer chooses to cancel a booking, a minimum of 3 months' notice period is required by the Council.

A cancellation which is notified to the Council in writing and provides the period stated will result in the loss to the hirer of the non-refundable reservation fee.

A cancellation which does not provide the stated notice period will leave the hirer liable for the full balance of the hire fee and an invoice will be raised accordingly. The Council may at its discretion refund part or all the balance.

### **Cancellations – by the Council**

The Council reserves the right to cancel any letting on 28 days' notice to the hirer. In the event of such a cancellation the Parish Council will refund to the hirer any monies paid in respect of the letting. Such cancellation will not be unreasonably made.

Cancellation by the Council without notice will be limited to catastrophic failure of utility supplies, services, fire, flood, structural damage etc. Hirers are advised to seek insurance advice against the risk of such cancellation.

The Council will not accept and the hirer explicitly indemnifies the Council from any responsibility for expenditure or consequential loss related to the letting which the hirer may have incurred or be liable to pay.

### **Building and car park access**

Access to the building and use of the car park is granted for the period of hire only. All cars are parked at your own risk.

Possession of keys does not confer right of entry. **Hirers may not enter before the start of their hire period** and must be completely clear of the building and the car park by the end of their hire period. Evening bookings must be completely clear of the building by midnight for licensing and insurance purposes.

Keys are to be returned to the Parish Office by dropping into the secure letter box immediately after the hire period has finished.

All and any equipment brought in for an event must be removed from the premises at the end of the hire. It cannot be left for collection later. Anything left in the hall during your booking is left at your own risk.

Extension of the hire period either by arriving early or leaving late or failing to remove all items of equipment, will be charged for at the prevailing rate.

### **Right of entry**

The Council reserves the right of entry during the period of letting to the caretaker, clerk to the Council, any member of the Council, police or fire officer.

### **Supervision**

The hirer explicitly accepts responsibility for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of unlawful or disorderly behaviour to ensure that no nuisance, damage or annoyance arises.

### **Damages**

The Village Hall is provided to the hirer in good general condition. The hirer accepts responsibility to notify the Council immediately on gaining access of any material fault or damage by reporting it directly to the clerk if in attendance or calling 01322 865193 and leaving a detailed message. Any such damage which has not been previously noted may be attributed to the hirer.

The hirer agrees to defray the repair or replacement cost resulting out of any misuse or damage caused to the buildings, goods, chattels, apparatus or appliances either of the Council or other person during the period of or arising in connection with the letting.

The Council will make such deductions as are necessary from the deposit against damage, but where any such damage repair cost exceeds the value of the deposit the hirer explicitly agrees to fund the balance.

The hirer will accept full responsibility for and will indemnify the Council against all costs charges and claims in respect of any persons present during or in connection with the letting.

The hirer must indemnify the Council against all costs charges and claims in respect of any monies or goods deposited or left on the premises by or on behalf of the hirer before during or following the letting.

Attention is drawn to the misuse of fire extinguishers. Powder/fumes from some extinguishers can kill so it is important that they are not touched unless needed in an emergency. The cost of recharging any extinguishers discharged without good reason will be reclaimed from the hirer.

### **Kitchen area**

The kitchen/bar areas are furnished with a variety of domestic appliances including fridges, microwave, a hob and oven. The Council does not warrant that they are suitable for the storage or preparation of food or drink and their use is at the risk of the hirer.

**STRICTLY NO PORTABLE GAS/MULTI FUEL BURNERS PERMITTED IN THE BUILDING OR GROUNDS. Failure to comply will result in a total loss of damage deposit.**

### **Specific conditions**

Hirers are required to conform to the following supplementary conditions:

**NO SMOKING:** the Village and Jubilee Halls are a no smoking/vaping environment. Smoking is not permitted in any part of the building or premises. No ashtrays are provided.

**SMOKE MACHINES:** are not permitted anywhere in the building as they will set off the fire alarms.

**Any emergency call out to reset the fire alarm will be charged at £50.**

**PARTIES/WEDDINGS:** no confetti is to be thrown inside the hall. Environmentally friendly/biodegradable confetti only can be used outside. No party poppers, colour dust, glitter or confetti to be used inside the hall.

**CANDLES:** do not burn candles anywhere on the premises.

**TABLES:** do not tamper in any way with the white plastic retraining straps on the folding table legs.

**DECORATION:** do not use Bluetack, any type of tape, or drawing pins on any windows, doors, frames, walls, stage or FLOORS. Affix decorations to the notice boards, the hooks provided or attach to the top (not the front) of the picture rail with drawing pins.

**IN GENERAL:** keep fire exits clear, fire doors closed and extinguishers easily accessible.

**SAND:** no sand is allowed anywhere on the premises.

**ELECTRICAL APPARATUS:** all items brought into the hall must be PAT tested.

### Refuse

**ALL rubbish is to be taken home. All glass should be placed in the bottle banks, cans and plastic bottles should be taken home for recycling. Helium gas containers cannot be left anywhere on the premises. If left, the hirer will be charged the cost of disposing of them. A sum of £50 will be deducted from your damage fee if rubbish is left for the Parish Council to dispose of.**

### Alcohol

IF YOU ARE **SELLING** ALCOHOL, PLEASE NOTE THAT

- ❖ IT IS A CRIMINAL OFFENCE FOR ANY PERSON TO SELL ALCOHOL TO A YOUNG PERSON WHO IS UNDER THE AGE OF 18 YEARS (SECTION 144 (1) (3) Licensing Act 2003)
- ❖ PERSONS UNDER THE AGE OF 18 CANNOT CONSUME ALCOHOL ON THESE PREMISES, 16- AND 17-YEAR OLDS CAN CONSUME BEER, WINE OR CIDER WITH A TABLE MEAL.
- ❖ YOU HAVE A DUTY TO REFUSE TO SERVE ALCOHOL TO A PERSON WHO IS DRUNK (Section 139 (1) Licensing Act 2003)

Please note that selling alcohol includes an event at which payment has been made for entrance where alcohol is served without payment.

### Bouncy Castle

In the hall or in the grounds please note the following:

- ❖ If the Bouncy Castle is hired with a supervisor, the supplier MUST have their own Public Liability Insurance.
- ❖ If the Bouncy Castle is supervised by the hirer, the hirer must arrange suitable insurance if none is available from the supplier. **The Parish Council's insurance does not cover bouncy castles.** We advise the following:
  - An adult (or adults) appointed by the hirer is to always act in a supervisory capacity.
  - Only allow children of similar age and size on the castle at any one time.
  - Avoid overcrowding and ensure that the manufacturer's recommendations for numbers are not exceeded.

- Soft gym mats should be positioned to cover any hard surface at the open front of the castle.
- Make sure that the users of the castle remove any potentially dangerous objects, such as jewellery, buckles, shoes etc.
- Ensure that the castle is moored securely to the ground (if used outside).
- Never use it in high winds or wet weather.
- Do not allow children over the age of 12 years to use the castle.

### **Procedures in the event of fire**

- Phone 999: All hirers are required to appoint one person and one deputy to take responsibility for phoning 999 on a mobile in the event of discovering a fire. Anyone discovering a fire should alert everyone in the hall by shouting Fire! Fire! and press the Fire Alarm Point.
- All hirers are required to appoint a suitable number of responsible persons to direct an orderly exit in the event of fire, including procedure to evacuate disabled persons.
- All hirers are required to note that the fire assembly point is the green at the front of the Village Hall on Horton Road.
- In accordance with the premises' fire evacuation plan, the hirer is required to familiarize all participants with the position of fire alarm points, fire evacuation routes, the fire assembly point and the location of the first aid kit (Village /Jubilee Hall kitchen).
- Please note that a Fire Instructions document and a plan showing all fire exits and extinguishers are in your key pack. Please familiarize yourself with it.

### **Waste**

In the unlikely event that you have any of the following to dispose of whilst using the hall, please note that under no circumstances can they be left at the hall:

Fluorescent tubes, TVs and computer monitors, batteries, aerosols, toners, contaminated wipes, rags and absorbents, oil tins and filters, paint and paint tins, chemical containers, thinners, resins, solvents and adhesives.

### **End of session check list**

Hirers are required to leave the hall as they found it and follow check list below before leaving:

- ❖ Clean all table surfaces and chairs if they have been used.
- ❖ Clean all kitchen and bar room surfaces and appliances, if used.
- ❖ Clean/mop up all spillages.
- ❖ Stack all chairs as per the photo instructions on the cupboard doors.
- ❖ Return tables and chairs to the storage area.
- ❖ Thoroughly sweep the floor.
- ❖ Place recyclables in the appropriate unit outside the north end of the hall.
- ❖ Ensure ALL litter is removed from hall and grounds, including disposable tableware, cups/food containers etc.
- ❖ Search for smouldering fires.

- ❖ Check toilet areas are clean.
- ❖ Check that the heating and the cooker are turned off.
- ❖ Check that all the electrical appliances are unplugged apart from fridges & freezer
- ❖ Check that all the guests have left the building.
- ❖ Close all internal doors and kitchen hatches.
- ❖ Turn out all the lights.
- ❖ Secure all outside doors and windows.
- ❖ Failure to secure the building will result in a total loss of damage deposit.
- ❖ FAILURE TO COMPLETE & RETURN THE END OF SESSION CHECKLIST WILL RESULT IN A TOTAL LOSS OF DAMAGE DEPOSIT

**I have read and understood these terms and conditions and I agree to be bound by them.**

..... **Hirer's Signature**

..... **Hirer's Name (block capitals)**

..... **Date**

..... **Event Date**