

# Barwick in Elmet Village Hall

**By booking with us you agree to these Terms and Conditions of Hire . Failure to comply with these Terms & Conditions may result in the withdrawal of facilities.**

## • Definitions

"Premises" shall mean Barwick in Elmet Village Hall, Chapel Lane, Barwick in Elmet, Leeds, LS15 4EL

"Hirer" shall mean an individual Hirer or where the Hirer is an organisation, the authorised representative.

"Committee" shall mean Barwick in Elmet Village Hall Committee

"LCC" shall mean Leeds City Council.

## • Undertaking of Hirer

The Hirer must be over 21 years of age and is responsible for ensuring that the "Terms and Conditions of Hire" are understood and adhered to by all persons using the Premises during the period of hire.

Party exclusion no bookings will be taken for 18 year old birthday parties.

## • Supervision

The Hirer Undertakes to be present or arrange for sufficient competent representatives to be present throughout the hire period to ensure the provisions and stipulations referred to in this document and any applicable licences are fully complied with.

## • Fire Safety

The Hirer MUST

" On arrival check the location and operation procedures of all fire alarm points, fire extinguishers, fire blanket and fire exits and read the Fire Instructions, on display before the start of any event

" Provide a functioning mobile phone to call emergency. services if necessary as there is no public telephone in Barwick Village Hall.

" Ensure that Fire Exits are unobstructed and unlocked during the period of hire.

" Ensure that the no smoking policy is adhered to for the duration of the hire.

" Ensure no flammable materials including candles are used in the Premises without approval of the Committee.

## • Use of Premises

The Hirer

- Shall not use the Premises for any purpose other than that described at the time of booking and shall not sub-hire or allow the premises to be used for any unlawful purpose.

- Accepts that all persons using these premises do so entirely at their own risk and no responsibility will be accepted by the Committee for injury or any loss or damage to vehicles, equipment or other effects however caused.
- Accepts that no nail or fastenings may be fixed to any part of the Premises without permission.
- Will ensure that occupancy of the Main Hall does not exceed either 200 standing or 160 seated persons.
- Will only use the Premises for the specified hire times shown on the booking form. This should include the time required for initial setting up and clearing away after the event.
- Shall leave the hall in a clean and tidy condition, including floors swept and all surfaces wiped clean. Failure to do so risks forfeiture of the deposit.
- Shall observe all licensing conditions (see below).

- **Hire Charge & Deposit**

The hire charge will be that applicable at the date of hire in accordance with the current hire charges, or as otherwise agreed between the Hirer and the Bookings Secretary

A signed copy of the Booking Form should be returned with the deposit to the Bookings Secretary at the above address shown on the Form. Cheques should be made payable to Barwick in Elmet Village Hall. Electronic transfer details are provided on the form as an alternative payment method.

Full payment must be received one month before booking date. Failure to pay on time could result in cancellation of the booking.

The deposit will be refunded (normally within 14 days of the event) provided that all these Terms and Conditions have been met. Breach of any of these Terms & Conditions may result in additional charges being levied and deducted from the deposit. The liability of the Hirer is not limited to the amount of the deposit.

- **Cancellation by the Hirer**

Cancellations must be made in writing or by email to the Bookings Secretary.

In the event of cancellation or curtailment, the following cancellation charges will be made:-

Within 7 days = 100% of the total booking fee

Within 14 days = 50% of total booking fee

More than 21 days = full refund given

All subject to a minimum cancellation charge of £13.50

- **Unfit for Use**

In the event of the Premises being rendered unfit for use or becomes unavailable due to unforeseen circumstances, or are required for use as a Polling Station, the Committee shall not be liable to the Hirer for any resulting loss or damage whatsoever other than the return of any deposit and hire charges paid for the cancelled hiring.

- **Refusals & Cancellations of Booking**

The Committee reserves the right to refuse a booking without notice or to cancel any hiring agreement at any time during the term of the agreement by giving 7 days' notice in writing to the Hirer, if circumstances allow. In any case, the Committee shall have the right to cancel an event at their discretion."

The Hirer will be entitled to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the Hirer to the Committee but the Committee shall not be liable to make any further payment to the Hirer.

The Committee reserves the right to stop immediately any event, entertainment or meeting not properly or reasonably conducted.

- **Licences**

Barwick in Elmet Village Hall holds a Premises Licence that permits regulated entertainment in the hall up to 11.00pm daily. A copy of the Hall Premises Licence is on display in the Hall. The Hirer shall be responsible for obtaining any licences that may be required and for completing any returns that may be required by the Performing Rights for Music (PRS for Music), Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies.

Note: PRS for Music does not currently make a charge for functions of a purely domestic or family nature, such as wedding receptions, christening parties or domestic birthday parties, when:

" Attendance of guests is by personal invitation only (except for staff, performers, etc.)

" The function is held in a privately-booked room, not at that time open to the general public

" There is no form of charge made for admission

" There is no financial gain to the function's organiser or host (e.g. the person hiring the venue)

- **Alcohol**

Barwick in Elmet Village Hall does not have an alcohol Licence. The Hirer shall therefore be responsible for obtaining their own Temporary Event Notice (TEN) as may be needed for the sale of alcohol on the premises from the LCC . The link to the online application form for a [TEN is here](#). A copy of this license needs to be provide to the booking officer prior to the booking date.

- **Smoking**

Is not permitted in the hall. There is a cigarette box to dispose of used cigarette ends located outside the main front entrance.

- **Drugs**

The use of any illegal substance is strictly forbidden in the hall or surrounding area. It is the hirers responsibly to ensure that no such substances are used on the premises.

- **Gaming, Betting and Lotteries**

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

- **Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

- **Hygiene**

The Hirer shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

- **Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances used in the Premises shall be safe, in good working order, used in a safe manner and have been tested in accordance with current safety testing requirements.

- **Insurance**

Barwick in Elmet Village Hall has Charity and Community Insurance against any claims arising out of its own negligence. The Hirer is responsible for arranging insurance cover and shall indemnify the Committee for the cost of repair of any damage done to any part of the premises or their contents or injury to persons which may occur during the period of the hiring. Any 3rd party service providers engaged by the Hirer must hold appropriate and valid public liability insurance. If the HIRER is a commercial enterprise they must have in place both public liability and employee liability cover for the period of hire.

- **Accidents and Dangerous Occurrences**

THE Hirer must report all accidents involving injury to the public to a member of the Committee as soon as possible and complete the relevant section in the Accident Book which is kept in the Kitchen together with the First Aid Box.

Any failure of equipment must also be reported as soon as possible.

Certain types of accident or injury must be reported on a special form to the local authority.

The Committee will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

- **Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Hall, other than for a special event agreed to by the Committee and no animals whatsoever are to enter the kitchen at any time.

- **Compliance With The Children Act 1989**

The Hirer

" will be expected to be aware of the requirements of this legislation and shall ensure that any activities for children comply with the provisions of The Children Act of 1989.

" shall abide by the British Board of Film Classification when any films are shown and if any 'adult entertainment' is to take place to ensure that this does not take place in front of minors.

" ensure that, where alcohol is available, it is not to be served to children under the age of eighteen.

" must ensure children are not left unsupervised.

- **Advertising**

The Hirer shall not permit any form of unauthorised advertisements for any event taking place at the premises and shall indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of this condition.

- **Sale of Goods**

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales.

- **Nuisance**

The Hirer shall at all times take reasonable care to ensure that the occupants of neighbouring properties are not inconvenienced by noise, including noise from guests in the Outside garden area or when leaving the Hall and ensure proper supervision of car parking arrangements so as to avoid obstruction of the entrance and the public highway. All windows and doors need to be closed by 10.00pm to limit noise to neighbouring properties.

- **Noise Limiter**

A NOISE LIMITER has been installed and is active in the hall. It is the responsibility of the Hirer to ensure that the DJ or band using the hall sets their sound systems appropriately to avoid disruption of the event.

- **No Smoking**

Smoking is NOT permitted in any part of the Premises at any time. Any person who breaches this provision shall be asked to leave.

- **Heating, Lighting & Ventilation**

Switches for exterior and porch lights are inside the porch. The switch for the corridor lights is to the right of doors on entry. Switches to the lights to the main hall are on the kitchen wall to the right. The heating is pre-set and must not be altered.

- **Housekeeping**

The Hirer is responsible for leaving the Premises in a clean and tidy condition ensuring that:-

- " Furniture is returned to its original position
- " Tables and the kitchen are cleaned and wiped down
- " Any crockery used is washed, dried and put away
- " Rubbish placed in the bins outside in the garden area and any excess removed from site.
- \* All toilets are left clean and without rubbish
- \* The garden is clear of any rubbish
- \* All spillages to be mopped-up"
- \* Floors brushed or vacuumed and kitchen floor mopped

A charge for cleaning may be made if these conditions are not satisfied.

(Cleaning equipment is located in the kitchen cupboard, please return any items after use.)

Please advise of any breakages (however small) so replacements can be sourced.

- **End of Hire**

The Hirer shall be responsible for ensuring that:-

- " The Premises are vacant including the toilets
- " All appliances (except fridges & freezers) are turned off.
- " All lights are turned off.
- " All exit doors are locked.
- " The keys are returned to the designated key holder.

The Premises must be vacated at the end of the hire period. An excess charge may be levied if this condition is not observed.