

# WEOLEY HILL VILLAGE COUNCIL (WHVC).

## TERMS AND CONDITIONS OF HIRE.

**Weoley Hill Village Hall holds a Premises Licence and a Performing Rights Society Licence.**

**Weoley Hill Village Hall is LICENSED to HOLD 100 (One Hundred) people Maximum.**

1. **BOOKING:** All booking applications must be confirmed in writing on the booking form provided. The person signing the form will be considered the Hirer. Where an organisation is named in the application the organisation will also be considered the Hirer and shall be jointly and severally liable with the person who signs the form.

Special care must be taken to ensure the hiring agreements are not signed by people under 18 (eighteen) years of age. This is because a minor cannot be held responsible in law for breaches of an agreement of this kind, e. g. damage occurring in the course of the hiring. It is not sufficient to make an addition to the hiring agreement to the effect that the Hirer certifies that he/she is over 18 (eighteen) years of age. Where there is any doubt as to age a parent or guardian over 18 (eighteen) years of age must be asked to sign the agreement and thereby accept responsibility.

In the event of the premises or any part thereof being rendered unfit for the use of which it has been hired WHVC shall not be liable to the Hirer for any resulting loss or damage whatsoever. The hirer shall view the hall before hiring to make sure that it is fit for purpose.

2. **KEYS:** Keys will only be given to regular users; the lead person will sign for keys provided and pay for any keys that may be lost and must be replaced or locks changed. (See key procedure if this applies to you).
3. **HIRER FEES:** The non-regular hirer will be required to pay fees in full **4 (four) WEEKS** in advance of the hire date.
4. **CANCELLATION:**  
If the hirer wishes to cancel the booking before the date of the event and WHVC is unable to arrange a replacement booking before the date, the question of the payment or repayment of the fee shall be at the discretion of WHVC depending on the circumstances for cancellation. **IF THE HIRER** wishes to cancel the booking within a period less than 4 (four) weeks before the date of the event payment of the fee shall be at the discretion of the Council depending on when the event is cancelled and the circumstances. (e. g. cancellation 1 week before the booking date 75% of the fee will not be returned to the hirer due to loss of income generation for WHVC).
5. WHVC reserves the right to cancel this hiring in the event of the premises being required for use as a polling station, for a parliamentary or local government election or bye-election, or requisitioned by Birmingham City Council for disaster relief, in which case the

Hirer shall be entitled to a full refund of all fees paid. As much notice as possible will be given to the hirer.

6. Even if the Hirer has a regular booking for the hire of the premises WHVC reserves the right to renew, vary or cancel any such regular arrangements. This right will not be unreasonably enforced and will be with discussion with the hirer.
7. **ACCESS TO THE HALL:** For one off event the caretaker or member of the Council will open and close the Hall. Make sure you include setting up times and clearing up times in your booking.
8. **SUPERVISION AND RESPONSIBILITY:** The Hirer will, during the period of the hiring be responsible for supervision of the premises, the fabric and contents, their care, safety from damage however slight and the behaviour of all persons using the premises whatever their capacity including supervision of car-parking arrangements, both in the car-park and also on the public highway, so as to avoid danger to members of the public and obstruction of the public highway.
9. **COMPLETION OF HIRE:** At the end of the hiring the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition. If you have keys, make sure the premises are properly locked and secured/alarmed unless directed otherwise by authorise representatives of WHVC. Any contents temporarily removed from their positions must be replaced.

Should this not be compiled with WHVC reserves the right to make an additional charge. All use of the premises is subject to users accepting responsibility of returning furniture and equipment to their original position, and for securing doors and windows of the premises.

**DAMAGE:** The Hirer shall reimburse WHVC for the cost of repair of any damage done to any part of the property including the surroundings or the contents of the building, which may occur during the period of hiring as a result of the hiring.

**TABLES AND CHAIRS:** WHVC leaves 19 (nineteen) chairs on one side of the main hall and 22 (twenty-two) on the car-park side of the main hall. If you move these chairs, then it is your responsibility to put them back. If you take any tables or chairs out of the storeroom to use it is your responsibility to put them back in the right place as shown in the photograph on the storeroom door. There is a lifting aid for the chairs available for use. It is your responsibility to ensure that someone in your group has been trained in lifting and handling.

**RUBBISH;** It is your responsibility to make sure the hall is left as clean as you found it. brooms/mop/dustpan/bin bags are left for your use.

**FOOD HYGIENE:** If food is prepared, served in the hall the hirer is responsible for meeting legislative requirements to ensure that they can prepare and serve food. Food **MUST** not

be sold unless you have a licence to do so. The kitchen **IS NOT** a catering kitchen so food cannot be cooked only prepared or provided by an external caterer. Please ensure that all food waste is not left in the bins inside the hall especially overnight. Place bin bags in the large container outside the premises. Leaving unpleasant odour for the next user is not fair. For further advice/guidance go to: <http://www.hse.gov.uk/catering/index.htm>

10. **CHILD PROTECTION:** In the event that the hiring involves the attendance of children and young persons under the age of 18 (eighteen) at the premises, the Hirer confirms that there will be in place an appropriate Child Protection Procedure. The Hirer agrees to ensure that all adults present on the premises are aware of this Procedure and abide by it. The Hirer confirms that, when necessary under terms of the Child Protection Procedure, appropriate DBS disclosure and barring checks will be carried out in respect of persons involved with children and young people on the premises during the course of the hiring.
11. **PARKING NOISE:** The hire of the premises does include the use of parking facilities. WHVC reserves the right to ask for any cars related to this hiring to be removed or prevented from parking on site due to funeral or other concurrent or overlapping activities on site. Please respect residents living in the vicinity of the hall when leaving the premises especially late at night.

**The premises must be vacated by 11 (eleven) pm at the very latest.**

12. **EXCLUSIONS:** The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any way do anything to bring on to the premises anything which may endanger the premises or any insurance policies connected with the premises.
13. **ALCOHOL:** The Hall **IS NOT** a licensed premises and **ALCOHOL CAN NOT BE SOLD.** However, should the hirer wish to bring drinks onto the premises for private and moderate consumption written notice of this is to be provided at the time of booking.
14. **SMOKING:** The entire building is a **'NO SMOKING'** zone. For safety reasons individuals should not smoke in the car park especially near to vehicle access or egress.
15. **MUSIC:** The hirer undertakes to satisfy any requirements under performing rights for the playing of live or recorded music. Any Hirer who intends to play music or have a live band agrees to inform WHVC in writing at the time of booking. The Hirer undertakes to ensure that all noise is kept to a level such that neighbours of the hall premises are not unduly disturbed. The hirer agrees in any event to terminate all loud noise on the premises by **10-30 (ten thirty) pm.**
16. **PUBLIC SAFETY:** The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Magistrate's Court or otherwise. particularly in connection with any event which includes public dancing or music, or other similar public entertainment or stage plays and shall ensure that such events shall not involve the infringement of any copyrights or performing rights.

17. **EMERGENCIES:** In anticipation of an emergency it is the Hirer's responsibility to ensure that he/she knows the emergency evacuation procedure location of first aid kits and the nearest hospital.
18. **FIRE SAFETY:** The **HIRER** shall, at all times, ensure that **ALL** emergency exits are kept clear and free of obstruction. The Fire Brigade shall be called to any outbreak of fire, however, slight, and the caretaker or member of the Management Committee informed. There is not a telephone in the hall so make sure you have access to a mobile phone.

**Heating:** No unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Management Committee. Portable Gas (LPG) heating appliances shall not be used.

**Bouncy Castles:** These **MUST** be hired with a supervisor; the supplier **MUST** have their own Public Liability Insurance. If, however, the Bouncy Castle is hired, and its use is to be controlled by the hirer, then the following will apply: an adult representative must act in a supervisory capacity **AT ALL TIMES:** only children of a similar age and size should be allowed on the castle at any one time: care should be taken to avoid any 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 users of the castle remove any potentially dangerous objects, such as jewellery, buckles, shoes etc, and do not allow children over the age of 12 (twelve) years of age to use the castle. You **MUST** let us know if you are bringing a bouncy castle, you will be charged extra for the electricity use.

**INTERNAL BOUNCY CASTLES ARE NOT PERMITTED.**

For more information on Bouncy Castle Safety go to:

- <http://www.hse.gov/entertainment/fairgrounds/inflatables.htm>
- <http://www.rospa.com/leisure-safety/advice/bouncy-castles>

**Fireworks:** Do not use fireworks, Chinese lanterns or candles in the hall or outside the hall in the grounds. For further advice and guidance go to:

- <http://rospa.com/home-safety/advice/fireworks-safety>

ONLY use battery operated lights if required for decoration, naked flames are not allowed.

19. **ELECTRICITY/GAS/WATER FITTINGS:** The Hirer shall not interfere in any way with the boiler, electricity, gas fittings, water fittings meter fittings or fixtures on the premises. If there are any problems the Hirer should call the caretaker or person on duty. The numbers will be displayed in the hall. It is the responsibility of the Hirer to ensure that the electricity supply is appropriate for any equipment used and that any equipment used will not endanger, overload or damage the electricity supply, circuits, wiring, plugs, sockets, switchboards or other equipment.

All electrical equipment **MUST be PAT** portable appliance tested so make sure when you book a DJ/bouncy Castle, for example, that they provide you with their PAT testing certificate and a copy of their own public liability insurance.

20. **INSURANCE:** The Hirer acknowledges that the loss of any items left unattended is not covered by WHVC insurance. The hirer **MUST** provide their own public liability insurance for their event or activity.
21. **ACCESS:** The Hirer shall always allow any duly authorised officer of WHVC/BVT (Bournville Village Trust) access to the premises or any part thereof during the hiring.
22. **ANIMALS:** The Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the hall.

**The Hirer shall have deemed to have read and accepted the terms of hire when they make the booking.**

Thank you.

Weoley Hill Village Council (April 2021).