

# **Kingston Village Hall Trust**

# Terms, Conditions and Information for Barn Hire

### 1, Introduction

- 1.1 Under the Licensing Act 2003 Trustees are required to meet four key objectives when managing activities within The Barn and on King Georges Field:
  - Prevention of crime and disorder.
  - Maintenance of Public Safety.
  - · Prevention of Public Nuisance and
  - Protection of children from harm.
- 1.2. The Kingston Village Hall Trustees adhere to the General Data Protection Requirements, using personal data for the purpose of managing hall bookings and finances. Trustees will keep personal information secure using it only for the legitimate purposes for which it was collected. We do not share personal information with other organisations.
- 1.3 This Document advises potential users of the arrangements for booking sessions at the Barn; the conditions of hire including your health and safety responsibilities; arrangements for alcohol supply and sales; and additional instructions on use of the premises and equipment. It must be emphasised that any breach of these conditions may result in the loss of part or all of the deposit, which will be at the discretion of the Kingston Village Hall Trustees.
- 1.4 Further terms and conditions relating to the use of Marquees on the playing field are set out in Appendix I. These must be adhered to as additional requirements to the general Terms and Conditions.
- 1.5 As Trustees of The Barn and Playing Field we are required to comply with all licensing and health and safety legislation. With this in mind we have carried out risk assessments of all the key operations and processes which come under our control and our health and safety requirements that we have implemented are to protect everyone who uses our facilities. In addition to these Terms and Conditions you are requested to read our Health and Safety policy supplied.

## 2. Booking arrangements

- 2.1 While sessions may be provisionally booked, they will only be formally confirmed on receipt of a hire fee and a deposit.
- 2.2 All bookings are subject to the approval of the Trustees, who may, depending upon Circumstances, exercise the right to retain the booking fee in the event of a late cancellation. If the session(s) can be rehired the fee will be returned.
- 2.3 NO 18-21 parties will be accepted.

# 3. Conditions of hire

- 3.1 The Barn is licensed for 80 persons seated at tables or 100 persons at concerts or dancing etc. These numbers must not be exceeded.
- 3.2 Hirers are responsible for ensuring that all sources of noise or music emanating from the hall, car park and playing field are kept within reasonable limits so as not to cause disturbance to people in adjacent properties and the wider community. It is especially important to avoid congregating outside the main entrance. Contravention of this requirement

Doc Ref	Document Title	Originator	Date	Registered Charity No
KVHT 1	Terms, Conditions & Information for Barn Hire	BPM	26 November 2022	1066308

<u>will</u> result in loss of part or the whole of the deposit, as determined by Trustees in consultation with neighbours.

- 3.3 Cars should be parked neatly on the car park located in the playing field. **They must** be parked facing the playing field to avoid headlamp glare disturbing local residents, and noise must be kept to a minimum. Cars must not be parked on the road or in the forecourt where they would block access to the adjoining Barn Cottage. Extreme caution should be exercised when driving in and out of the car park. Children and others may be on the tarmac area between the field gates and the main entrance. Please encourage the use of the field for children's play, not the parking or access areas.
- The drive and rear patio area are used for access to the neighbouring Barn Cottage. While unloading and loading at the front and rear doors is permitted vehicles **must not** be left parked and unattended. Please move vehicles to the car park.
- 3.4 If the Barn is not in use in the hour prior to the booking, hirers may enter to arrange chairs, etc. If big events are continuing up to 11.45pm then at Trustees discretion the following morning session must be booked for clearing up.
- 3.5 The whole of the interior of the Barn, and the Little Barn, is a non-smoking, non-vaping environment. Not only is it against the law, smoking also invalidates our insurance. Any hirers found not to have complied with this condition will be banned from any further hiring's.
- 3.6 In order to safeguard the wooden floor, unprotected Stiletto heels are strictly forbidden. Hirers are responsible for ensuring that this condition is adhered to, and any damage caused to the floor will be charged to the hirer. Ball games are not allowed either because of marking the floor and damage to surrounds.
- 3.7 The mezzanine stairway must be kept clear at all times.
- 3.8 Any breakages or damage, however minor, must be reported to the key-holder and the cost of repair or renewal will be deducted from the deposit. Please be advised that the Barn will be checked for damage / breakages / cleanliness following each event held.
- 3.9 All fluid spillages are to be mopped up as soon as possible whether in the toilets, kitchen or hall. Avoid blockages in sinks and clear up any breakages immediately.

## 4. Licensing

- 4.1 If you hire The Barn and intend providing food on a regular basis you must register as a food business with the local authority. Low risk foods such as tea and biscuits, packaged foods, and foods which can be kept at room temperature are regarded as low risk, but may still require registration. If you are unsure about your position further advice can be obtained from the Environmental Health Department on 01227 862202. The Trust cannot accept responsibility for any problems arising with the serving of food.
- 4.2 The Barn is **not licensed** for the sale of alcohol. If you are hiring The Barn for an event that includes the **sale** of alcohol (and this would include supplying alcohol as part of the ticket price) you must give a temporary event notice (TEN) to Canterbury City Council no later than ten days before your event, and a fee will be charged. Please note that any risk that you may incur through avoiding a licence is yours alone as the Trust does not have responsibility in this.
- 4.3 If you intend to have a temporary events notice at The Barn **you must inform us when you make the booking.** The building is only permitted 15 such events each year so we need to keep count. It is also a requirement that a copy of the e-mail receipt (when granted) is sent to the Treasurer at least one week prior to the event. Failure to do so will result in retention of the deposit until received.

Doc Ref	Document Title	Originator	Date	Registered Charity No
KVHT 1	Terms, Conditions & Information for Barn Hire	BPM	26 November 2022	1066308

- 4.4 However, if you are planning an event where you are supplying alcohol at your expense, (i.e. without tickets or admission price, or when participants bring their own) **then you do not need to give a Temporary Events Notice.** Raffles are exempt, so if alcohol is part of a raffle no licence is necessary, but only providing the container is not then opened on the premises.
- 4.5 While we do have PRS and PPL licenses for live and recorded music The Barn is not covered by a Television Licence as the Trust does not own devices capable of viewing or recording live TV programmes. Users may use devices such as laptops, tablets or mobile phones only if they are not plugged into the mains and they have a licence for their home address.

## 5. Additional information / instructions on use of the Barn

- 5.1 A first aid box and an accident book are located in the kitchen. If used please complete the next section in the accident book. If there is a serious incident please contact a Trustee as soon as possible.
- 5.2 An **Intelligent Public Access Defibrillator (IPAD)** is located in a heated, alarmed box at the rear of The Barn on the outside kitchen wall, with instructions for use on the inside wall by the kitchen door. Please familiarise yourself with the procedure for use. If a heart attack is suspected immediately phone 999, request an ambulance, switch on the defibrillator, and follow the recorded Rescue Protocol instructions. More detailed guidance can be found at <a href="https://www.ipad-aed.com">www.ipad-aed.com</a>.
- 5.3 External light switches are located in the porch, on the inside wall to the right of the main entrance door. Lighting in the toilets is controlled by automatic sensors. Please do not attempt to adjust settings as this will damage fittings. **Do not turn off the field light switch in the entrance lobby**.
- 5.4 There is a sensor light outside the main entrance door that is programmed to stay on for several minutes to enable you to see to lock the door. The floodlight for the car park / field is programmed to be on all the time the porch internal light is on. Once you switch off the porch light the floodlight will stay on for a further 10 minutes to enable you to leave the car park and lock the gates.
- 5.5 The electricity consumer unit is located in the left-hand cupboard in the main hall. Trip switches control power and lighting circuits. If a trip activates it can be reset once only, but the key holder must be advised at the end of the session.
- 5.6 Check and report any malfunction of the porch lights, car park floodlight or any problems with operation of automatic light switches.
- 5.7 The heating is pre-programmed to be on constantly at minimum temperature of 10 degrees C, and the temperature is adjusted by turning the thermostat up or down. This is located on the hall wall behind the kitchen door. We suggest a temperature of 18 degrees C may be sufficient although this may need to be adjusted according to outside temperature and the number of people using The Barn.
- 5.8 Please do not adjust the radiator thermostats or touch any of the buttons on the boiler or high-level heaters. On leaving the Barn please remember to turn down the thermostat to the marked 10 degree minimum setting. If this is not done you will be liable for any additional heating costs incurred. If you are at all unsure how to operate the heating system please ask the key holder for assistance.
- 5.9 Care should be taken when lifting and handling tables and chairs to and from the Little Barn. Avoid trapping hands when unloading equipment from trolleys. Chairs and tables are in the Little Barn to the rear of the main building, and the key is on the main key ring. **Under no**

Doc Ref Document Title Originator Date Registered Charity No

KVHT 1

circumstances should chair and table trolleys be taken into the hall, they are extremely heavy and will damage the floor. Please ensure that any chairs and tables removed from the Little Barn are returned after use and lock the Little Barn door. The children's toys are privately owned and are not to be used.

- 5.10 Three rectangular folding tables marked "Keep in Barn" are to be retained in The Barn on the table trolley, plus four smaller tables. Two more small tables are retained on the mezzanine.
- 5.11 Approximately 30 chairs are kept on a trolley under the stairs. Damaged folding chairs may be marked with the white tags located in the window recess behind the chair trolley. Set aside and report any malfunctioning equipment as soon as practically possible.

# 6.Sound System

6.1 The Sound System is available on request. It consists of a 500-watt 16 channel mixer /amplifier with matching speakers and has a CD player connected. If you use the system, or bring your own, please give due consideration to neighbours and keep the sound output down to a maximum of 90 db. This is especially important if windows or outside doors are left open. It is essential that loud live or recorded music ends by no later than **23.00** hours, but soft background music can be played until **23.45** hours. On Sunday evenings all music must cease at **22.00** hours. Please do not interfere with existing cable connections in the sound system and ensure that the system is switched off after use.

# 7. Kitchen

Please be aware that the kitchen is fitted out with commercial equipment which can be extremely hazardous to children. Only children over the age of twelve years should be allowed into the kitchen area and then under strict supervision.

- 7.1 The instruction manual for the cooker is located in the drawer to the left of the cooker. Please remember that this is commercial equipment and both the oven and hob are very powerful. Extreme caution is advised in their use. Please ensure that the oven is turned off after use.
- 7.2 The ceramic hob has a glass top. Please follow all instructions regarding safety, use and cleaning.
- 7.3 A small microwave cooker is also available for your convenience. Please refer to the instruction book provided and make sure that the cooker is cleaned after use.
- 7.4 A two-minute fast cycle dishwasher is available. Please refer to user instructions located in the kitchen users guides and ensure that it is emptied and switched off after use.
- 7.5 A 7.5ltr water boiler for beverages is located to the left of the serving hatch, and instructions can be found in the users guides. Please note that the boiler is a commercial appliance which heats water to near boiling point. To avoid being scalded keep hands away from the outlet and from any steam. Be particularly careful not to touch any hot surfaces and do not allow children anywhere near the boiler.

  Please switch the appliance off after use.
- 7.6 Crockery, glassware and cutlery can be found in the floor units in the kitchen and in the centre right hall cupboard. If the use of tablecloths is required a standard charge to cover laundry costs will be applied at the time of booking, and tablecloths will be issued by the key holder. Please leave used tablecloths in the plastic laundry box provided. Do not take any used tablecloths, crockery, or equipment home with you.

Doc Ref	<b>Document Title</b>	Originator	Date	Registered Charity No
KVHT 1	Terms, Conditions & Information for Barn Hire	BPM	26 November 2022	1066308

## 8. Cleaning / clearing up

Hirers are requested to leave the Barn in a condition in which they would wish to find it.

- 8.1 Please ensure that tables and chairs are put away and that the hall floors are swept. A large broom is kept in the porch to the left of the coat stand. Other sweeping equipment is located in the little barn. Cleaning materials can be found in the kitchen cupboards. **Do not under any circumstances wash the floor marks can be cleaned with a damp cloth only.**
- 8.2 The kitchen, cloakrooms and entrance lobbies should also be swept, washing up done, and crockery / cutlery put away. In general, please leave the Barn in a neat and tidy condition ready for the next hirer.
- 8.3 If you use the fridge please ensure that you remove any perishable goods, and clean after use.
- 8.4 A rubbish bin is located in the kitchen but it should be used for kitchen waste only. Please use a black bin liner at all times (spare liners are in the cupboard under the sink). Any broken glass or crockery must be placed in the receptacle provided and the floor in the area of the breakage thoroughly cleaned. Please advise the key holder of any occurrence. **In common with most village halls there is a policy that hirers must take** *all their rubbish home with them*. This includes paper and plastic packaging, food waste, drinks containers, and disposables.
- 8.5 Finally, just before leaving, could you please ensure that all lights are switched off, and the heating turned down. The Little Barn and The Barn should be locked, with the main door double locked. Car Park gates should be closed and locked. Please return the keys to the key holder immediately after you have locked up and report any problems.

## 9. Unforeseen Events

- 9.1 The Trust is covered by Public Liability Insurance which includes the hirer's liability extension if they meet the qualifying criteria.
  - Cover for individuals and/or groups hiring The Barn for a private function who have no public liability of their own. The cover is only provided for non-commercial activities which are for the benefit of the local community.
  - Any business/commercial hirers should arrange their own insurance.
  - Hirers wishing to arrange the use of large items of play equipment such as Bouncy Castles must first seek Trustees permission then ensure that the commercial hirer carries full public liability insurance and is present at all times during the event.
- 9.2 No liability is accepted by the Trustees for the loss of main services (gas, electricity or water) or failure of appliances or equipment, nor for the consequences of the actions or omissions of persons who may control supply of mains service, nor any actions taken in the vicinity of the property by any authority over which there is no control by the Trustees.
- 9.3 If circumstances arise beyond the Trustees control the right is reserved to cancel your booking. In this case we will, without liability, refund all monies paid to us and assist you to find an alternative venue for your event.

Please Note: these Terms and Conditions must be shown to and adhered to by all contractors, subcontractors and friends / relatives engaged by the Hirer. The Hirer remains fully responsible for any/all problems that occur.

### The Kingston Village Hall Trustees

Doc Ref	Document Title	Originator	Date	Registered Charity No
KVHT 1	Terms, Conditions & Information for Barn Hire	BPM	26 November 2022	1066308

# **Terms and Conditions for the use of Marquees**

### 1. Introduction.

Marquees are a useful adjunct to The Barn in helping to increase flexibility of use, but the downside is the potential for noise nuisance and disturbance to neighbours. This appendix sets out the minimum requirements to be agreed before permission can be granted.

## 2. Planning discussions.

A site visit must be undertaken with Trustees present to explore intended use, location, floor dimensions, total capacity, the need for any ancillary equipment and any mains power requirements. Notes will be made of that discussion and will form the basis of any agreement, including a £75 daily fee for use of the field.

# 3. Intended use.

The main benefit of having a marquee is to provide additional space and to allow greater flexibility for wedding breakfasts and then evening celebrations in The Barn. Our current Licence has severe restrictions on the number of occasions when live or recorded music can be played, or when dancing can be allowed. If permission *is* given for music or dancing on the field it will be on condition that noise will be kept down to an acceptable level and must cease by **22.00** hours at the latest. Trustees reserve the right to insist that music volume be turned down or stopped altogether if problems continue.

# 4. Location, floor dimensions and capacity.

In order to minimise disturbance hirers will be required to locate Marquees in the area adjacent to the BBQ hard standing. The maximum permitted floor dimensions will be 8 x 16 meters, which, depending on Marquee design may allow for about 90 seated quests.

#### 5. Ancillary equipment and Power supplies.

It is a requirement that any intended use of ancillary equipment is first discussed with Trustees, who will discuss and confirm in writing whether or not it is permitted. While there is a 13 amp weatherproof socket serving the field, hirers are expected to arrange their own independently generated supply as part of their contract with marquee providers. Generators must be of the low noise type and should be sited on the BBQ area.

# 6. Decision.

Trustees will make a formal decision based on those planning discussions after consultation with our Landlords, the Kingston Parochial Church Council. That decision will be communicated in writing to the hirer. The decision will also be based on the need to restrict the number of occasions to eight per year, including two when live music and dancing may be permitted.

### 7. Communications.

Trustees will make appropriate arrangements to inform neighbours and the wider community when it has been agreed that a Marquee may be erected.

Doc Ref	<b>Document Title</b>	Originator	Date	Registered Charity No
KVHT 1	Terms, Conditions & Information for Barn Hire	BPM	26 November 2022	1066308