

Utkinton Village Hall: Letting Policy 2024

Premises:

1. The building is available for hire for any lawful purpose.
2. The Hirer cannot use the premises for any purpose other than that described in the Hire Agreement and cannot sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way. The Hirer cannot do anything which may render any insurance policies invalid in respect of any such actions.
3. The selling of and consumption of alcohol on the premises cannot be undertaken without the agreement of UVHC and the obtaining of a Temporary Licence which must be discussed with the Bookings Secretary at the time of booking.
4. **Inflatables and Bouncy Castles etc (play equipment). Please pay special attention to the section at the end of this document.**
5. The Hirer will have sole use of the building for the period of hire.
6. Use of the Foyer, Kitchen and Toilets is included in all bookings.
7. Use of utilities, kitchen equipment, tables and chairs, Wi Fi Access and the outdoor enclosed garden area is included at no extra charge.

Hirers:

1. Hirers must be aged 18 yrs or over.
2. **DAMAGES:** Damages to any part of the building, facilities, curtilage or equipment during the period of the Let will be charged to the Hirer
3. **HIRE CHARGE:** All Hire Charges are payable at the time of booking
4. Utkinton Village Hall Management Committee (UVHMC) reserves the right to refuse or cancel a hiring without giving any reason. No hirer will be discriminated against on the grounds of gender, age, colour, race, nationality, racial or national origins, cultural heritage, disability, marital status, social background, sexual orientation or geographical location.
5. Normally no request for hire shall displace an existing booking except for special circumstances. UVHMC will offer an alternative date if possible.
6. Where a hiring is made by an organisation or group of people, one person must be named as the responsible Hirer.
7. All hire is subject to the conditions of hire and rules set by UVHMC; by making a booking the Hirer agrees to accept these.
8. A signature may be required on collection of the keys.

Charges:

1. Hire charges will be as set by UVHMC. These are reviewed annually and current charges are available on the Letting Form
2. Hire is charged by the hour or per session. Set up and clearing away time must be included in the hours of hire.
3. Unless billing arrangements have been made, or payment on the day has been agreed, the hire charge must be paid on booking the premises.
4. A representative of UVHMC will determine if any additional extra charge is necessary for any breakages/damage or extra cleaning required following the Let. The Bookings Secretary or Chair of UVHC will liaise with and inform the hirer of the reason for the additional charges to be made within seven working days of the hiring.

Cancellations:

UVHMC Committee reserves the right to cancel any hiring by written notice in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government Election or by-election. In the event of the hall being rendered unfit for use for which it has been hired UVHMC will not be liable for any resulting loss whatsoever.

1. Any monies already paid will normally be refunded in full for hirings cancelled by UVHMC. However, UVHMC shall not be liable to make any further payment to the Hirer in respect of expenses, costs or losses incurred directly or indirectly by the Hirer in relation to a cancellation.
2. A Hirer cancelling an event with less than 2 week's notice may be charged up to 50% of the hire charge.
3. Hirers will be liable for the full charge for any bookings where the booked event is not cancelled but does not take place.
4. If the Hirer has any queries relating to this Policy or the Letting Agreement or Letting Form please contact the Booking Secretary, Graham Harrison (

Play equipment including Inflatables, Bouncy Castles etc:

Summary: It is the responsibility of the hirer to make sure that public liability insurance is in place, especially if they are supervising the use of Inflatables/bouncy castle, and not the supplier of the equipment. Utkinton Village Hall Management Committee (UVHMC) and the Charity Trustees does not provide any insurance for the use of Inflatables/bouncy castles and cannot accept any responsibility in the event of any accident.

Many village halls do not allow Inflatables/bouncy castles, and here's why. What happens if a child has a fall and hits their head, possibly with long term injuries? Who is responsible for supervision, and whose insurance covers the accident? Public liability insurance is what is needed, provided by, either:

- UVHMC, or
- the supplier of the Inflatables/bouncy castle, or
- the hirer (i.e., the person who hires the hall and hires the Inflatables/bouncy castle).

UVHMC's insurance doesn't cover the use of Inflatables/bouncy castles, mainly because there will be no-one from UVHMC present to supervise. UVHMC is only responsible for advising hirers that they must put appropriate arrangements in place.

Any responsible supplier of an Inflatable/bouncy castle must have insurance, but often their public liability insurance will only cover their own liabilities and so will only apply if they themselves are present to supervise the use of the castle.

The hirer must make sure that the supplier has insurance and find out what cover is provided if the castle is not being supervised by the supplier.

If the insurance cover for the hirer applies only when the castle is supervised by the supplier, then the hirer is responsible for insurance and for proper supervision. Proper supervision means supervision by an adult over 18. Letting teenagers supervise toddlers will not be allowed by any insurance.

Because it's complicated, you can see why many halls find it easier not to allow bouncy castles.

However, because UVHMC has plenty of space to allow Inflatables/bouncy castles, and because many hirers appreciate being able to have these for their parties, we have decided to allow them under the following conditions:

When booking, the hirer must declare that they intend to have an Inflatable/bouncy castle. This declaration will imply a commitment to make sure that:

- The Inflatable/bouncy castle will be supervised at all times by an adult (over 18).
- Public liability insurance will be provided either by the supplier or the hirer.

Before the actual booking, the hirer must confirm that insurance is in place, and must provide evidence for this.

UVHMC reserves the right to prohibit the use of such equipment, or even to cancel the booking if appropriate evidence is not provided on request.

Please understand that these arrangements are being introduced so that UVHMC and the hirers can be sure that proper insurance is in place, enabling hirers to run a happy event knowing that they are properly insured.

Inflatables/bouncy castles must be placed so as not to block fire exits.

Hirers are required to follow these instructions.

1. The castle must be adequately secured
2. Soft matting covering hard surfaces must be placed adjacent to the front or open sides
3. There should be responsible adult supervision, paying close attention to the children at play at all times during its use
4. The number of children using the bouncy castle must be limited to the number recommended in the Hire Company's safety instructions. There must be no overcrowding
5. A rota system for different age or size groups should be operated together with the observance of any age limit of users (it is suggested that children over 10 years of age should not use the equipment)
6. All children must be made to remove footwear, hard or sharp objects such as jewellery, buckles, pens and other similar pocket contents
7. Eating while bouncing or performing acrobatics must not be allowed.

Additionally, the hirer should ensure that the Hire Company (the supplier):

1. Fully complies with the Health and Safety Executive Guidance Note PM76 – "The Safe Operation of Inflatable Bouncing Devices" (this important guide deals with all aspects of safety)
2. Employs suitably experienced and trained adult personnel, where the Company are responsible for setting up, operation and supervision of the bouncy castle
3. Provides written evidence of a current Public Liability Insurance Policy with a Limit of Indemnity of at least £5 million. This insurance is to cover the liability of the Hire Company. Note that this is unlikely to extend to cover the hirer of the equipment.
4. Provides written instructions about the safe setting up, operation and supervision of the equipment, and that the name and address of the manufacturer or supplier is clearly marked upon it.

Hirers' Name (BLOCK CAPITALS) Hirers'
Signature
Date