Terms and Conditions of Hire

Managed by Kakou CIC

These Terms and Conditions apply to all bookings at Swanwick Memorial Hall. By making a booking, signing a Hall Hire Agreement or using the premises, the Hirer agrees to comply with these conditions.

For the purposes of these conditions:

- **"Kakou CIC"** means the organisation responsible for managing Swanwick Memorial Hall.
- **"The Hall"** means Swanwick Memorial Hall and any rooms, grounds, fixtures, fittings or equipment included in the booking.
- **"The Hirer"** means the individual or organisation named on the booking form or Hall Hire Agreement.
- **"The Event"** means the activity, meeting, class, party, performance or other use described in the booking.

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1. Eligibility and responsibility

1.1 The person making the booking must be aged 18 or over.

1.2 The Hirer is responsible for:

- the conduct of everyone attending the Event;
- the proper supervision of the premises;
- the safety and management of the Event;
- compliance with these Terms and Conditions;
- compliance with all relevant legal, licensing, insurance and safeguarding requirements; and
- any loss, damage, additional cleaning or costs caused by the Event.

1.3 Where the Hirer is booking on behalf of an organisation, the Hirer confirms that they have authority to enter into the agreement on that organisation's behalf.

1.4 The Hirer must remain present and responsible throughout the hire period unless an alternative responsible person has been agreed with Kakou CIC in advance.

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2. Booking and confirmation

2.1 All booking enquiries are provisional until confirmed by Kakou CIC.

2.2 A booking will normally be confirmed when:

- the booking form has been completed;
- the purpose of hire has been approved;
- any requested documents have been supplied;
- the required payment has been received; and
- written confirmation has been issued by Kakou CIC.

2.3 Kakou CIC may request additional information before accepting a booking, including:

- an activity risk assessment;
- proof of Public Liability Insurance;
- safeguarding policies;
- DBS information where relevant;
- copies of licences or permissions;
- details of equipment being brought into the Hall; or
- evidence of qualifications or membership of a relevant governing body.

2.4 The Hall may only be used for the purpose stated on the booking form.

2.5 The Hirer must not assign, transfer, sub-let or share the booking with another person or organisation without prior written permission.

2.6 Any significant change to the Event must be approved in advance. This includes changes to:

- the type of activity;
- expected attendance;
- entertainment;
- alcohol arrangements;

- catering;
- equipment;
- opening times; or
- the rooms being used.

2.7 Kakou CIC reserves the right to refuse a booking where the activity is considered unsuitable, unsafe, unlawful, likely to cause nuisance or inconsistent with the Hall's community values.

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3. Hire period

3.1 The hire period must include all time required for:

- setting up;
- receiving suppliers;
- decorating;
- rehearsing;
- clearing away;
- cleaning; and
- removing equipment.

3.2 The Hirer must not enter the Hall before the agreed start time and must ensure everyone has left by the agreed finish time.

3.3 Additional time used may be charged at the applicable hourly rate.

3.4 Repeated overrunning may result in future bookings being refused.

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4. Hire charges

The standard hire rates are:

Type of hire	Standard rate
Community groups and charities	£18 per hour

Private hire	£25 per hour
Commercial organisations	£30 per hour

4.1 Kakou CIC reserves the right to:

- review or amend hire charges;
- charge different rates for specialist, large-scale or high-risk events;
- charge for additional rooms, equipment, staffing, cleaning or security; and
- offer discounted or subsidised rates where this supports the Hall's community purpose.

4.2 The rate quoted at the time the booking is confirmed will normally apply to that booking.

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5. Payment

5.1 Unless otherwise agreed in writing, the full hire charge must be paid no later than 14 days before the first date covered by the Hall Hire Agreement.

5.2 Bookings made fewer than 14 days before the Event must be paid in full at the time of booking.

5.3 A booking may be cancelled if payment is not received by the due date.

5.4 Regular Hirers may be invoiced monthly or according to another agreed payment schedule.

5.5 Further bookings may be refused where previous invoices or charges remain unpaid.

5.6 Payments must be made using the payment method specified by Kakou CIC.

5.7 The Hirer is responsible for checking that all booking details and charges shown on the invoice or agreement are correct.

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6. Cleaning and damage deposit

6.1 Kakou CIC may require a refundable cleaning and damage deposit for:

- private parties;

- celebrations;
- children's parties;
- large events;
- evening events;
- events involving food or alcohol;
- bookings involving external equipment; or
- any booking considered to carry an increased risk of damage or additional cleaning.

6.2 The standard deposit will normally be **£50**, although a higher amount may be required for larger or higher-risk events.

6.3 The deposit will normally be refunded after the Hall has been inspected, provided that:

- the premises have been left clean and tidy;
- no damage has occurred;
- all furniture and equipment have been returned correctly;
- rubbish has been removed or disposed of as instructed;
- the booking has finished on time; and
- these Terms and Conditions have been followed.

6.4 Kakou CIC may retain some or all of the deposit to cover:

- additional cleaning;
- damage;
- breakages;
- missing items;
- waste removal;
- unauthorised additional use;
- lost keys;
- security call-outs; or

- additional staff time.

6.5 Where the cost exceeds the deposit, the Hirer will be invoiced for the balance.

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7. Regular and recurring bookings

7.1 Recurring bookings may initially be accepted for a maximum period of six months, unless otherwise agreed.

7.2 Renewal is not automatic and will depend on:

- availability;
- payment history;
- compliance with these Terms and Conditions;
- the needs of the Hall; and
- continuing suitability of the activity.

7.3 Kakou CIC may periodically review regular bookings and may change rooms, times or arrangements following reasonable discussion with the Hirer.

7.4 Regular Hirers must notify Kakou CIC promptly of any changes to their:

- activity;
- responsible person;
- contact details;
- insurance;
- safeguarding arrangements;
- risk assessment; or
- expected attendance.

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8. Cancellation by the Hirer

8.1 Cancellations must be made in writing.

8.2 Unless otherwise stated in the booking agreement, the following refund terms apply:

- more than 28 days before the Event: full refund;
- between 14 and 28 days before the Event: 50% refund;
- fewer than 14 days before the Event: no refund.

8.3 Kakou CIC may, at its discretion, issue a refund or credit in exceptional circumstances.

8.4 Any non-refundable costs already incurred by Kakou CIC may be deducted from a refund.

8.5 Failure to attend does not entitle the Hirer to a refund.

8.6 Regular Hirers must give as much notice as possible when cancelling individual sessions. Repeated cancellations may result in future dates being released.

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9. Cancellation by Kakou CIC

9.1 Kakou CIC may cancel or relocate a booking where:

- the Hall becomes unavailable;
- repairs or maintenance are required;
- there is an emergency;
- severe weather makes the building unsafe;
- utility services are interrupted;
- the booking presents a safety, legal or safeguarding concern;
- required payments or documents have not been supplied;
- these Terms and Conditions have been breached; or
- circumstances outside Kakou CIC's reasonable control prevent the Event proceeding.

9.2 Where Kakou CIC cancels for reasons not caused by the Hirer, any hire fees paid for the affected booking will normally be refunded.

9.3 Kakou CIC will not be liable for:

- loss of income;

- loss of profit;
- supplier charges;
- travel costs;
- catering costs;
- publicity costs; or
- any other indirect or consequential loss arising from cancellation.

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10. Suitability and capacity

10.1 The Hirer is responsible for deciding whether the Hall is suitable for the proposed activity.

10.2 The maximum permitted capacity for each room must not be exceeded.

10.3 The applicable capacity may be reduced depending on:

- the layout;
- furniture;
- equipment;
- accessibility requirements;
- the activity being undertaken; or
- the Hirer's risk assessment.

10.4 The lower of the posted room capacity or the safe capacity identified in the Event risk assessment must be followed.

10.5 Kakou CIC may stop or terminate an Event where capacity limits are exceeded.

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11. Risk assessments

11.1 The Hirer is responsible for assessing the risks associated with their Event.

11.2 Kakou CIC may require a written activity risk assessment before the booking is confirmed.

11.3 A risk assessment will normally be required for:

- physical activity or exercise classes;
- children's activities;
- activities involving vulnerable adults;
- public performances;
- large events;
- cooking activities;
- use of tools or specialist materials;
- inflatables;
- external equipment;
- events involving alcohol;
- activities involving animals; or
- any activity presenting an increased risk.

11.4 The risk assessment must identify:

- hazards;
- people who may be harmed;
- the level of risk;
- control measures;
- supervision arrangements; and
- emergency procedures.

11.5 The Hirer is responsible for implementing all control measures.

11.6 Regular Hirers must review their risk assessment at least annually and whenever:

- the activity changes;
- new equipment is introduced;
- the venue arrangements change;
- an accident or near miss occurs; or
- new risks are identified.

11.7 Kakou CIC's review of a risk assessment does not transfer responsibility for the activity from the Hirer to Kakou CIC.

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12. Health and safety

12.1 The Hirer must take reasonable care of the health and safety of everyone attending the Event.

12.2 The Hirer must:

- cooperate with Kakou CIC staff and volunteers;
- follow safety instructions;
- supervise the Event appropriately;
- prevent unsafe behaviour;
- keep floors, corridors and exits clear;
- manage trip hazards;
- use equipment safely;
- report hazards promptly; and
- stop any activity that becomes unsafe.

12.3 Furniture must not be arranged in a way that blocks:

- fire exits;
- evacuation routes;
- doors;
- fire extinguishers;
- alarms;
- electrical equipment; or
- access to toilets.

12.4 Any accident, injury, near miss, damage or safety incident must be reported to Kakou CIC as soon as possible.

12.5 An accident or incident form may need to be completed.

12.6 The Hirer must follow the guidance of any relevant governing body for their activity.

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13. Fire safety and emergencies

13.1 The Hirer must familiarise themselves with:

- the location of fire exits;
- evacuation routes;
- the assembly point;
- alarm points;
- fire extinguishers;
- the first aid kit; and
- the emergency information displayed in the Hall.

13.2 At the beginning of the Event, the Hirer must ensure that responsible helpers understand the evacuation arrangements.

13.3 Fire exits and evacuation routes must remain unlocked, unobstructed and immediately available throughout the hire period.

13.4 Fire doors must not be propped open unless they are fitted with an approved automatic release device.

13.5 In the event of an alarm:

- everyone must leave immediately;
- lifts must not be used unless specifically designed for evacuation;
- the assembly point must be used;
- the emergency services must be contacted where necessary; and
- nobody may re-enter until authorised.

13.6 The Hirer is responsible for accounting for their attendees following an evacuation.

13.7 The Hirer must not attempt to fight a fire unless it is safe to do so and they are competent to use the equipment.

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14. Personal Emergency Evacuation Plans

14.1 The Hirer must consider whether anyone attending may require assistance to evacuate safely.

14.2 Where necessary, the Hirer must prepare an appropriate Personal Emergency Evacuation Plan or equivalent emergency assistance arrangement.

14.3 Accessibility or evacuation requirements should be discussed with Kakou CIC before the Event.

14.4 The Hirer must ensure that sufficient responsible people are available to provide any required assistance.

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15. First aid

15.1 The Hirer is responsible for determining what first aid arrangements are appropriate for their activity.

15.2 Groups running organised, commercial, sporting, children's or higher-risk activities should ensure that a suitably trained first aider is present where appropriate.

15.3 The Hall's first aid supplies must only be used appropriately.

15.4 Any use of first aid equipment or supplies must be reported.

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16. Insurance

16.1 Hirers are responsible for arranging adequate insurance for their Event and activities.

16.2 Commercial Hirers must hold appropriate Public Liability Insurance and may be required to provide evidence of cover.

16.3 Community groups and organisations are strongly encouraged to hold Public Liability Insurance.

16.4 Organisations running regular activities, children's activities, exercise classes, public events, performances or higher-risk activities may be required to provide proof of insurance.

16.5 Unless otherwise agreed, commercial and higher-risk Hirers should normally hold Public Liability Insurance with a minimum indemnity limit of **£5 million**.

16.6 Kakou CIC may require a higher level of cover for specific activities.

16.7 The Hirer must ensure that any contractor, entertainer, instructor, caterer or equipment supplier used for the Event holds suitable insurance.

16.8 Kakou CIC's own insurance does not cover the Hirer's activities, equipment, employees, volunteers, contractors or legal liabilities.

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17. Safeguarding

17.1 Hirers providing activities for children, young people or adults at risk are responsible for their own safeguarding arrangements.

17.2 Relevant organisations must have:

- an appropriate safeguarding policy;
- procedures for reporting concerns;
- appropriate supervision;
- safe recruitment arrangements;
- emergency contact details; and
- DBS checks where legally or organisationally required.

17.3 Kakou CIC may request evidence of safeguarding arrangements before accepting or renewing a booking.

17.4 Children and adults at risk must not be left unsupervised.

17.5 Any safeguarding concern arising during a booking must be dealt with under the Hirer's safeguarding procedures and reported to the appropriate authorities where required.

17.6 Kakou CIC must also be informed of any incident that may affect the safety or management of the Hall.

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18. Children's parties and activities

18.1 Children must be supervised by a responsible adult at all times.

18.2 The Hirer is responsible for ensuring there are sufficient adults present for:

- the number of children;
- their ages;
- the nature of the activity;
- the layout of the Hall; and
- any additional needs.

18.3 Parents and carers remain responsible for their children unless responsibility has formally transferred to the activity provider.

18.4 Running, climbing on furniture, entering restricted areas or unsafe play must be prevented.

18.5 Children must not enter the kitchen unless:

- the activity specifically requires it;
- appropriate supervision is provided; and
- risks have been assessed.

18.6 The Hirer is responsible for ensuring that children are collected safely at the end of the Event.

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19. Bouncy castles and inflatables

19.1 Bouncy castles and other inflatables may only be used with prior written permission.

19.2 The Hirer must provide, where requested:

- evidence of suitable Public Liability Insurance;
- the supplier's insurance;
- a current inspection certificate;
- operating instructions;
- a specific risk assessment;
- details of supervision arrangements; and
- equipment dimensions and power requirements.

19.3 Inflatables must:

- fit safely within the approved space;
- be secured and operated correctly;
- be supervised continuously by a competent adult;
- not obstruct exits or safety equipment; and
- be used in accordance with the manufacturer's instructions.

19.4 Outdoor inflatables must not be used in unsuitable weather conditions.

19.5 Kakou CIC reserves the right to prohibit or stop the use of an inflatable where safety requirements are not met.

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20. Equipment provided by the Hall

20.1 Hall equipment must only be used for its intended purpose.

20.2 Only competent people may operate specialist equipment.

20.3 Equipment must not be removed from the Hall without permission.

20.4 The Hirer must report any defect, damage or malfunction immediately.

20.5 Equipment must be returned to its designated location after use.

20.6 The Hirer may be charged for any equipment that is lost, damaged or used improperly.

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21. Equipment brought into the Hall

21.1 The Hirer must obtain approval before bringing in:

- specialist electrical equipment;
- cooking appliances;
- heaters;
- PA systems;
- stage lighting;

- inflatables;
- large displays;
- exercise equipment;
- generators;
- machinery; or
- equipment that may create unusual noise, heat, smoke, vibration or risk.

21.2 All equipment must:

- be safe;
- be fit for purpose;
- be in good repair;
- comply with relevant standards;
- have any required inspections or tests; and
- be operated by competent people.

21.3 Electrical equipment should have evidence of appropriate inspection or PAT testing where relevant.

21.4 Extension leads must:

- be suitable for the electrical load;
- be fully unwound where required;
- not be overloaded; and
- be positioned or covered to prevent trip hazards.

21.5 Kakou CIC may inspect or refuse any item considered unsafe or unsuitable.

21.6 Personal equipment is brought into the Hall entirely at the Hirer's risk.

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22. Hazardous substances

22.1 The Hirer must obtain written permission before bringing any hazardous, flammable, corrosive, toxic or otherwise controlled substance into the Hall.

22.2 This includes:

- paints;
- solvents;
- adhesives;
- cleaning chemicals;
- fuels;
- aerosols;
- theatrical fluids; and
- specialist craft or workshop materials.

22.3 The Hirer must comply with all applicable Control of Substances Hazardous to Health requirements.

22.4 Safety data sheets and a risk assessment may be required.

22.5 Kakou CIC may refuse any substance considered likely to cause harm or damage.

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23. Alcohol

23.1 Alcohol may only be consumed with prior agreement from Kakou CIC.

23.2 Alcohol must not be sold unless the Hirer has obtained all required permissions, licences or Temporary Event Notices.

23.3 Copies of licences or notices must be provided to Kakou CIC when requested and must be available for inspection during the Event.

23.4 The Hirer is responsible for:

- preventing sales to anyone under 18;
- refusing service to intoxicated people;
- maintaining orderly behaviour;
- preventing alcohol-related nuisance; and
- complying with licensing conditions.

23.5 Kakou CIC may prohibit alcohol or require additional conditions for particular bookings.

23.6 Smoking and vaping are not permitted inside the Hall.

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24. Entertainment and licensing

24.1 The Hirer is responsible for determining whether their Event requires any licence, permission or notice.

24.2 This may include:

- live music;
- recorded music;
- dancing;
- theatre;
- film screenings;
- public performances;
- ticketed events;
- late-night refreshment;
- gambling;
- raffles; or
- alcohol sales.

24.3 The Hirer must comply with all applicable licence conditions and provide copies of permissions when requested.

24.4 The Event must not continue beyond any permitted licensing hours.

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25. Music, films and copyright

25.1 The Hirer is responsible for obtaining any copyright licences or permissions required for:

- recorded music;

- live music;
- films;
- television broadcasts;
- dramatic performances;
- online content;
- presentations; or
- other protected works.

25.2 The Hirer must not assume that the Hall's licences, if any, cover their activity.

25.3 The Hirer will be responsible for any claims, fees or penalties arising from unauthorised use of copyright material.

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26. Photography, filming and livestreaming

26.1 Photography and filming for personal or organisational use are permitted, subject to privacy and safeguarding requirements.

26.2 The Hirer is responsible for obtaining appropriate consent from people being photographed or recorded.

26.3 Particular care must be taken where images include:

- children;
- adults at risk;
- people receiving support services; or
- anyone who has requested not to be photographed.

26.4 Commercial filming, professional photography, broadcasting or livestreaming requires prior written permission.

26.5 Photography or filming must not disrupt other Hall users, compromise safeguarding or misrepresent Kakou CIC or Swanwick Memorial Hall.

27. Food and catering

27.1 The Hirer is responsible for ensuring that food is prepared, stored, served and disposed of safely.

27.2 Any person or business supplying food must comply with relevant food hygiene and allergen requirements.

27.3 The Hirer must clearly communicate allergen information where required.

27.4 External caterers must hold appropriate insurance and food business registrations where applicable.

27.5 Kakou CIC accepts no responsibility for food brought onto or served at the premises by the Hirer or their suppliers.

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28. Kitchen use

28.1 The kitchen may only be used where it is included in the booking or permission has been granted.

28.2 Kitchen users must:

- follow displayed instructions;
- maintain good hygiene;
- supervise children;
- use appliances safely;
- keep fire exits clear;
- clean all surfaces and equipment;
- wash, dry and return crockery;
- remove leftover food;
- dispose of waste correctly;
- switch appliances off; and
- report breakages or faults.

28.3 Food must not be left in the fridge, freezer or cupboards without prior agreement.

28.4 Deep-fat fryers and other high-risk cooking equipment are not permitted unless specifically approved.

28.5 The Hirer may be charged for additional kitchen cleaning or replacement of damaged or missing items.

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29. Cleaning and leaving the Hall

29.1 The Hirer must leave the Hall ready for the next user.

29.2 Before leaving, the Hirer must:

- wipe tables and work surfaces;
- clean any spills;
- sweep floors where necessary;
- wash and return kitchen items;
- return furniture to the agreed layout;
- stack chairs safely;
- remove decorations;
- remove food;
- dispose of rubbish as instructed;
- switch off equipment and appliances;
- close windows;
- turn off lights; and
- secure the building where responsible for doing so.

29.3 The Hirer must not leave waste beside external bins unless specifically authorised.

29.4 Large quantities of event waste must be removed by the Hirer.

29.5 Additional cleaning charges may be applied where the Hall is not left in a satisfactory condition.

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30. Decorations

30.1 Decorations must not damage walls, ceilings, windows, floors, furniture or fittings.

30.2 The following are not permitted unless specifically approved:

- nails;
- screws;
- staples;
- drawing pins;
- adhesive tape likely to damage surfaces;
- Blu Tack on painted surfaces;
- glitter;
- confetti;
- silly string;
- smoke machines;
- pyrotechnics;
- candles;
- naked flames; or
- suspended decorations attached to lighting or safety equipment.

30.3 Birthday cake candles may only be used with care and under direct adult supervision.

30.4 All decorations must be removed before the end of the booking.

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31. Smoking, vaping and illegal substances

31.1 Smoking and vaping are prohibited throughout the building.

31.2 Smoking waste must be disposed of safely and must not be left around the entrance or grounds.

31.3 Illegal drugs and unlawful substances are strictly prohibited.

31.4 Any suspected illegal activity may be reported to the police.

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32. Noise and nuisance

32.1 The Hirer must ensure that noise remains at a reasonable level.

32.2 Doors and windows may need to remain closed during amplified music.

32.3 The Hirer must ensure that attendees:

- leave quietly;
- do not congregate noisily outside;
- do not cause nuisance to neighbours;
- do not sound vehicle horns; and
- park considerately.

32.4 If requested by Kakou CIC, the Hirer must reduce noise immediately.

32.5 Kakou CIC may terminate an Event where unreasonable noise or nuisance continues.

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33. Parking and access

33.1 Vehicles must be parked legally and considerately.

33.2 The Hirer must ensure that vehicles do not block:

- emergency access;
- neighbouring driveways;
- entrances;
- pavements;
- fire routes; or
- accessible parking spaces.

33.3 Loading and unloading must be completed promptly.

33.4 Kakou CIC accepts no responsibility for vehicles or property left in vehicles.

34. Accessibility and inclusion

34.1 Swanwick Memorial Hall aims to be welcoming and inclusive.

34.2 Hirers must not discriminate unlawfully against anyone on the basis of:

- disability;
- race;
- ethnicity;
- nationality;
- religion or belief;
- sex;
- gender reassignment;
- sexual orientation;
- age;
- pregnancy or maternity;
- marriage or civil partnership; or
- any other protected characteristic.

34.3 Hirers should consider reasonable adjustments required by attendees and discuss venue-related adjustments with Kakou CIC in advance.

34.4 Assistance dogs are welcome.

34.5 Hirers should avoid obstructing accessible routes, entrances and toilets.

34.6 Abusive, discriminatory, intimidating or harassing behaviour will not be tolerated.

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35. Conduct and prohibited activities

35.1 The Hall must not be used for:

- unlawful activity;
- violence or threats;

- harassment;
- hate speech;
- discriminatory activity;
- extremist activity;
- activities that promote harm or intimidation;
- unauthorised gambling;
- possession or supply of illegal substances; or
- any activity likely to damage the reputation or community purpose of the Hall.

35.2 The Hirer must ensure that attendees behave respectfully towards:

- staff;
- volunteers;
- other users;
- neighbours;
- the building; and
- the surrounding community.

35.3 Kakou CIC may require any person to leave where their conduct is unsafe, unlawful or unacceptable.

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36. Animals

36.1 Assistance dogs are permitted.

36.2 Other animals may only be brought into the Hall with prior written permission.

36.3 Where animals are permitted, the Hirer must ensure:

- appropriate supervision;
- suitable insurance;
- hygiene arrangements;
- animal welfare;

- safe separation from food preparation; and
- cleaning of any affected area.

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37. Storage

37.1 Storage may be available to regular Hirers by separate written agreement.

37.2 Storage is subject to available space and is not guaranteed.

37.3 Items are stored entirely at the owner's risk.

37.4 Kakou CIC accepts no liability for stored items that are lost, stolen or damaged.

37.5 Stored items must:

- be clearly labelled;
- be safe;
- not obstruct access;
- comply with fire and health and safety requirements;
- not be perishable;
- not contain hazardous substances without permission; and
- remain within the allocated area.

37.6 Kakou CIC may withdraw storage arrangements or require items to be removed.

37.7 Unauthorised, unsafe, abandoned or perishable items may be removed or disposed of after reasonable notice where practical.

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38. Personal belongings

38.1 Personal possessions and equipment remain the responsibility of their owner.

38.2 Kakou CIC accepts no responsibility for loss, theft or damage to property brought into or left at the Hall.

38.3 Lost property may be retained for a limited period before being donated, recycled or disposed of.

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39. Damage and breakages

39.1 The Hirer must report any damage or breakage immediately.

39.2 The Hirer is responsible for the reasonable cost of repairing or replacing:

- damaged premises;
- furniture;
- fixtures;
- fittings;
- equipment;
- keys; or
- other Hall property.

39.3 The Hirer must not attempt significant repairs without permission.

39.4 Deliberate, reckless or negligent damage may result in:

- retention of the deposit;
- additional charges;
- cancellation of future bookings; or
- legal action.

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40. Keys, access codes and security

40.1 Keys and access codes must only be used by authorised people.

40.2 Keys and codes must not be copied, shared or disclosed without permission.

40.3 Where the Hirer is responsible for closing the Hall, they must ensure that:

- everyone has left;
- windows are closed;
- appliances are switched off;
- lights are switched off;
- external doors are locked;

- alarms are set where applicable; and
- keys are returned as agreed.

40.4 Lost keys or compromised access codes must be reported immediately.

40.5 The Hirer may be charged for replacement keys, locks, call-outs or security changes.

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41. Contractors and external suppliers

41.1 The Hirer is responsible for all contractors, entertainers, caterers, instructors and suppliers engaged for the Event.

41.2 Suppliers may be required to provide:

- insurance;
- risk assessments;
- method statements;
- licences;
- inspection certificates; or
- safeguarding information.

41.3 Contractors must comply with these Terms and Conditions.

41.4 Access times for suppliers must fall within the booked hire period unless otherwise agreed.

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42. Sale of goods, fundraising and raffles

42.1 The sale of goods, fundraising, raffles or collections must be declared at the time of booking.

42.2 The Hirer is responsible for obtaining any required permission, registration or licence.

42.3 Goods sold must be safe, lawful and accurately described.

42.4 Food, cosmetic, electrical or other regulated products must comply with relevant legal requirements.

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43. Sustainability and the environment

43.1 Hirers are asked to help reduce the Hall's environmental impact.

43.2 Where practical, Hirers should:

- minimise waste;
- recycle;
- avoid unnecessary single-use plastics;
- switch off unused lights and appliances;
- avoid excessive heating;
- use refillable containers;
- protect the kitchen garden and outdoor areas; and
- leave the premises and surrounding area free from litter.

43.3 Nothing may be planted, removed, altered or attached in the grounds without permission.

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44. Data protection

44.1 Personal information provided in connection with bookings will be used for:

- administering bookings;
- issuing invoices;
- contacting Hirers;
- managing safety and compliance;
- maintaining appropriate records; and
- communicating relevant Hall information.

44.2 Information will be handled in accordance with applicable UK data protection law.

44.3 Hirers are responsible for complying with data protection requirements in relation to information they collect from their attendees.

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45. Publicity and representation

45.1 The Hirer must not imply that Kakou CIC endorses, organises or sponsors the Event unless written permission has been given.

45.2 Any use of the names, branding or logos of Swanwick Memorial Hall or Kakou CIC requires permission.

45.3 Publicity must accurately describe the Event and venue.

45.4 The Hirer must promptly correct misleading or inaccurate publicity when requested.

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46. Right of entry

46.1 Authorised representatives of Kakou CIC may enter the Hall during a booking to:

- inspect the premises;
- monitor safety;
- respond to an emergency;
- investigate a complaint;
- verify licence compliance; or
- protect the building and its users.

46.2 Where practical, this will be done without unnecessarily disrupting the Event.

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47. Suspension or termination of a booking

47.1 Kakou CIC may immediately stop or terminate an Event where:

- there is a serious safety risk;
- capacity is exceeded;
- illegal activity is suspected;
- safeguarding is compromised;
- required licences are absent;

- excessive noise continues;
- abusive or discriminatory behaviour occurs;
- alcohol conditions are breached;
- the building is being damaged; or
- these Terms and Conditions are seriously or repeatedly breached.

47.2 Attendees may be required to leave immediately.

47.3 No refund will normally be given where a booking is terminated because of the Hirer's actions or omissions.

47.4 Kakou CIC may suspend or refuse future bookings following a breach.

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48. Liability

48.1 The Hirer uses the Hall at their own risk, subject to Kakou CIC's legal responsibilities.

48.2 Kakou CIC is not responsible for:

- loss or damage to personal property;
- loss arising from the Hirer's activity;
- acts or omissions of external suppliers;
- injury caused by the Hirer's negligence;
- cancellation caused by circumstances outside its reasonable control; or
- indirect or consequential losses.

48.3 Nothing in these conditions excludes liability that cannot legally be excluded.

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49. Indemnity

49.1 The Hirer is responsible for claims, losses, costs or expenses arising from:

- their Event;
- their negligence;

- their breach of these conditions;
- their contractors or attendees;
- damage caused during the hire; or
- failure to obtain required licences, permissions or insurance.

49.2 This does not apply to the extent that a claim is caused by the negligence or legal fault of Kakou CIC.

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50. Changes to these Terms and Conditions

50.1 Kakou CIC may amend these Terms and Conditions to reflect:

- changes in law;
- insurance requirements;
- operational needs;
- safety guidance;
- changes to the Hall; or
- lessons from incidents or experience.

50.2 The conditions in force when a booking is confirmed will normally apply to that booking, although urgent legal or safety changes may take immediate effect.

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51. Matters not covered

51.1 Any matter not specifically covered by these Terms and Conditions will be decided reasonably by Kakou CIC.

51.2 Additional conditions may be applied to specific events where necessary.

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52. Community values

Swanwick Memorial Hall exists to strengthen community life in Old Whittington and the surrounding area.

Everyone using the Hall is expected to:

- treat others with dignity, kindness and respect;
- support inclusion and accessibility;
- respect the Hall's heritage;
- protect the building and its surroundings;
- minimise disruption to neighbours;
- help create a welcoming environment; and
- leave the Hall ready for the next community user.

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53. Acceptance of conditions

By signing the Hall Hire Agreement, paying the booking charge or using the Hall, the Hirer confirms that they:

- have read these Terms and Conditions;
- understand their responsibilities;
- agree to comply with them;
- will communicate relevant conditions to attendees and suppliers; and
- accept responsibility for the proper management of the Event.

Contact details

Swanwick Memorial Hall
Old Whittington, Chesterfield
Managed by **Kakou CIC**

Email: hello@swanwickmemorialhall.org.uk
Website: www.swanwickmemorialhall.org.uk | www.kakou.org.uk

SWANWICK
Memorial Hall

Hirer declaration

I confirm that I have read, understood and agree to comply with the Swanwick Memorial Hall Terms and Conditions of Hire.

Name of Hirer: _____

Organisation, if applicable: _____

Booking or Event: _____

Date of Event: _____

Signature: _____

Date signed: _____