

Newton Village Hall

TERMS AND CONDITIONS OF HIRE FOR PARTIES

These standard conditions apply to all hirings of Newton Village Hall. If the Hirer is in any doubt as to the meaning of ANY of the following please speak to a member of the Village Hall Management Committee.

In this document "Premises" refers to the Hall, outside space and car park. The "Hirer" refers to an individual or where the Hirer is an organisation/group, the authorised representative." NVHMC refers to Newton Village Hall Management Committee

We do not accept bookings from anyone under the age of 21. A booking made on behalf of someone younger than 21 must be aware of the responsibilities for the booking and that they will be liable for any breach of the hire conditions.

1. SUPERVISION

The Hirer undertakes to be present or arrange for sufficient competent representatives to be present throughout the Hiring to ensure full compliance with these terms and conditions. This includes supervision of the kitchen and supervision of the car park to ensure access for emergency vehicles is maintained at all times.

2. USE AND PURPOSE

Evening Hirers are required to close functions by 11.00pm and to vacate and lock the premises by 11.30pm
The Hirer shall not

- Sub let or use the premises for any purpose other than that described in the Booking form as signed by the Hirer
- use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way
- do anything or bring onto the premises anything which may endanger the premises or render invalid any insurance policies in respect thereof
- allow the consumption of alcohol on the premises without permission from NVHMC.

Please note that we do not accept bookings for children's birthday parties for age over 10 and do not allow the use of bouncy castles on the premises

3. RESPONSIBILITY OF THE HIRER

During the period of the hire the Hirer shall be responsible for

- Ensuring that the number of people using the Hall does not exceed 100
- Any and all damages caused to the fabric and contents of the Hall -which must be immediately reported to NVHMC
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by others
- Ensuring that everything is left clean and tidy with rubbish removed at the end of the hire.
- Ensuring that at the end of the hire period
 - all equipment, chairs and tables are returned to the store room, left tidily as found and not blocking any cupboards
 - The thermostats are turned down to their zero setting or II setting in the case of the radiators in the extension
 - The boiler in the storeroom is switched off
 - All windows are locked and the fire exit doors are firmly shut
 - All electrical equipment (cooker, urn, kettles, wall heater and extractor fan) and lights are switched off
 - The entrance doors are locked
 - The roller shutter is closed and padlocked
 - The side gate is padlocked unless another group is using the room in the extension

4. PAYMENT

Unless otherwise agreed, payment of hire fees for party bookings are due at the start of the hire period. Where credit terms are permitted e.g. regular user groups, payments must be made to Newton Village Hall within 28 days of the date of the invoice.

Newton Village Hall is a Registered Charity 520091 funded by income from hirers, grants and events organised by the Newton Village Hall Management Committee – all volunteers. Please support your Village Hall

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In the event of persistent delay or default by a Hirer in paying sums due or if not meeting the Hire conditions, the Management Committee may, after due warning to the Hirer, cancel and/or refuse further bookings and/or require payment in advance for any future bookings.

5. DAMAGE, LIABILITY AND INSURANCE

- The hirer will be liable for making good or paying for all damage including accidental damage to the premises, fixtures or fittings including loss of contents.
Footwear with metallic tips, plates, studs, sharp heels etc. is not permitted. Sellotape and other sticky tape and drawing pins should not be used on the walls or ceiling area.
- Newton Village Hall accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring
- The hirer will be liable for all claims in respect of damages or loss to fixtures and fittings, other property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer. Newton Village Hall cannot be held liable for damage to persons or property however caused or for theft of property at any time from the Hall or car park.
- The Hirer is responsible for arranging insurance cover NVHMC reserves the right to request a copy of an insurance certificate
- The Village Hall is insured against any claims arising out of its own negligence and its public liability cover extends to cover non-profit making i.e. non-commercial hirers. Any 3rd party service providers involved in a Hirer's event must hold appropriate public liability insurance valid at the time of Hall use

6. COMPLIANCE WITH THE CHILDREN ACT.

Organisations/groups must ensure that any activities for children under 8 years of age comply with the provisions of the Children's Act 1989 and that only fit and proper persons have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide Newton Village Hall with a copy of their DBS check and Child Protection Policy on request.

7. LICENCES

The Hall does not have an alcohol licence. Therefore, the Hirer shall be responsible for obtaining any required licences as may be needed whether for the sale or supply of intoxicating liquor, in respect of consumption on the premises where permission has been granted by the NVHMC

8. SMOKING

Newton Village hall is a no smoking venue

9. 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.

10. HEALTH AND SAFETY

12.1 Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and Newton Village Hall's Fire Risk and Health and Safety Assessment

12.2. Fire Safety

The side gate must be kept **unlocked** at all times during the Hire

The Hirer must note the position of all fire alarm points, extinguishers and fire exits on arrival

In the event of a fire the alarm should be raised at the call point

On hearing the alarm the procedure on the fire notice should be followed

The building should be evacuated by the nearest fire exit to the assembly point and all persons accounted for The Fire Brigade shall be called to any outbreak of fire however small and a member of the committee notified

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

12.3 Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. There is a refrigerator in the main kitchen which must be emptied at the end of every hiring.

12.4 Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner

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12.5 Accidents

The Hirer must report all accidents involving injury to the public to a member of the Management Committee **as soon as possible** and complete the relevant section in the accident book. Any failure of equipment belonging to the Newton Village Hall or brought in by the Hirer must also be reported **as soon as possible**. First Aid boxes and Accident Report Books are located in both kitchens

12.6 Explosives and Flammable Substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No decorations are to be put up near light fittings or heaters.

13. ANIMALS

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

14. NOISE

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night

15. CANCELLATION

NVHMC reserves the right to cancel the hiring in the event of

- the premises being required for use as a Polling Station for a Parliamentary or Local Government election, by-election or referendum
- NVHMC reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- the premises becoming unfit for the use intended by the Hirer;
- an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any hire fees already paid, but Newton Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

<p>No Rights The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.</p>
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This hall hire agreement is prepared in accordance with ACRE (Action with Communities in Rural England) standard hire agreements.

Date ratified 1st February 2016

Date for review February 2017