

Acklington Village Hall

Conditions of Hire

These Terms of Hire (“Terms”) are part of the Hiring Agreement (“Agreement”) between the Acklington Village War Memorial Hall (a Registered Charity number 522018) (“Acklington Village Hall”) and anyone (“Hirer”) hiring accommodation (“Booking”) at the Acklington Village Hall Premises (“Premises”) which includes adjacent car park, garden, paths, shed, fences and furniture and car parking on specified dates and periods including any agreed setup and clear down period (“Event”), for a rental fee (“Fee”).

1. **Capacity of Acklington Village Hall**

Maximum capacity for any Event at the Premises is 150 persons. The Acklington Village Hall Committee (“Committee”) has discretion to lower the maximum capacity of an Event to ensure appropriate use of the Premises.

2. **Age**

The Hirer, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the Premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the Premises are met.

3. **Use of Premises**

The Hirer shall not use the Premises for any other purpose other than described in the Agreement and shall not sub-hire or use the Premises, nor allow the Premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring on to the Premises anything which might endanger the Premises or render invalid any insurance policies covering the Premises. The guidelines in the Acklington Village Hall Health and Safety policy must be read and adhered to.

4. **Supervision**

During the period of the hiring, you are responsible for:

- (i) supervision of the Premises, the fabric and the contents.
- (ii) care of the Premises, safety from damage however slight or change of any sort; and
- (iii) the behaviour of all persons using the Premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway and damage to the grassed areas. As directed by us, you must make good or pay for all damage (including accidental damage) to the Premises or to the fixtures, fittings, or contents and for loss of contents.

You must ensure that in order to avoid disturbing neighbours of the Premises and avoid violent or criminal behaviour: (i) no one attending the Event consumes excessive amounts of alcohol (ii) no illegal drugs are brought onto the Premises. Drunk and disorderly behaviour is not permitted either on the Premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the Premises in accordance with the Licensing Act 2003.

5. **Public Entertainment Licence and Films**

Acklington Village Hall is licensed for Live Music, Recorded Music, Dance Performances and Dancing. Licensable activities are not permitted on Christmas Day, Good Friday or any other special religious day. Licensable activities must not start before 10.00am and generally must not continue after the following times: Monday – Wednesday 11pm, Thursday – Saturday 11.45pm, Sunday – 10.30pm. For more details see the licensing poster displayed in the hall.

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

The Acklington Village Hall is not licensed to show films.

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

6. **Sale of Alcohol**

The Hall is licensed for the consumption and sale of alcohol. Anyone selling alcohol at an Event is required to pay an additional £20 towards the annual cost of the alcohol licence. Please notify a Committee member to arrange sale of alcohol.

7. **Hire Period**

The Hirer should include an appropriate time for preparation and clearing up in establishing the total period of hire required. Preparation and clearing up time will be charged at the usual hourly rate. The Hirer is responsible for making sure that the Premises are not left unattended and unsecured at any time during the hire period.

8. **Booking Procedure and Payment**

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- The hiring rates from 1st January 2025 are £12.50 per hour for the separate use of either the main hall or Guyzance room, both of which includes the use of the kitchen. For the joint use of both rooms the rate is £25 per hour and £12.50 per hour for community groups represented on the Acklington Village Hall Committee. Any exceptions to this must be approved in advance by the Committee.
- Block Bookings (e.g. for wedding receptions) are available on request from 12.00 midday Friday to 12.00 midday Sunday (48 hours) for £750.
- Please contact the Booking Secretary to discuss any other block Booking requests.
- Bookings should be made using the online booking system at <https://hallbookingonline.com/acklington/>
- The Booking Secretary will confirm your Booking or get in touch to discuss any reasons why this cannot be done.
- A deposit may be required at the Treasurer's discretion.
- An invoice will be issued after the Event by the Treasurer with information about how to pay. This should be paid within 14 days of receipt.
- Payment must be by cheque or BACS. Cash is not accepted. All cheques payable to *Acklington Village Hall*.

9. **Cancellation or Termination of Hire**

If the Hirer wishes to cancel the Booking before the date of the Event they will lose their deposit. Notice should be given to the Booking Secretary to allow time for a replacement Booking.

If the Hirer cancels the booking within 7 days before the date of the event they will be liable to pay the full hiring Fee.

The Committee reserves the right to cancel the Booking in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election. The committee also reserves the right to cancel the Agreement upon giving 7 days' notice in writing to the Hirer. In such cases the Hirer shall be entitled to a refund of any deposit already paid.

The Committee reserves the right to cancel the Agreement at any time, or to prohibit the continuance of an Event, if it considers that the Hirer has failed to comply with any of the Conditions of Hire. In such circumstances the Hirer shall forfeit all deposits paid, and the Committee shall not be liable for any payment in respect of any actual or presumed loss of profit or any other cause.

In the event of the Premises being rendered unfit for the use which it was hired, the Committee shall not be liable to the Hirer for any resulting loss or damage.

10. Insurance

(i) You are liable for:

- a. costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the Premises including its curtilage or its contents
- b. costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our WiFi service
- c. all claims, losses, damages, and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the Premises (including the storage of equipment) and your use of our WiFi service, and
- d. all claims, losses, damages, and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the Premises and/or the use of our WiFi service, and subject to sub-clause (ii), you must indemnify us against such liabilities.

(ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i) (a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

- a) any insurance excess incurred and
- b) the difference between the amount of the liability and the monies we receive under the insurance policy.

(iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover. If you fail to produce such policy and evidence of cover, we will cancel this Agreement.

11. Noise

The Hirer is responsible for ensuring that noise is kept to a minimum when guests are arriving at and leaving the building. Please also ensure that noise during the Event is not heard inside adjacent domestic properties by keeping doors and windows closed if necessary.

12. Accidents and Emergencies

All doorways must be kept clear of any obstructions. The Hirer and/or another responsible adult should be aware of the location of fire extinguishers, fire exits, first aid kits and accident book. If an accident occurs (inside or outside the hall) the Hirer must complete the Accident Book which can be found under the sink in the kitchen. In the event of a serious accident please contact Alison on 01670 761451 or Tessa on 01670 760620 immediately. It is the Hirer's responsibility to fully comply with this procedure.

13. Parking

Parking is at Owners Risk. The Committee take no responsibility for loss or damage to vehicles or other property whilst on the Premises.

14. Right of Entry

The Booking Secretary or any other representative of the Committee has the right of entry to the hall at all times.

15. Use of own equipment

You must ensure that no unauthorised heating appliances are used on the Premises when open to the public without our consent. Any electrical heating equipment brought in by the Hirer must be approved by the Committee. The Hirer must ensure that any electrical appliances

brought in must be in a safe condition and in good working order. They must be used in a safe manner.

Bouncy castles are not permitted at the Premises, either inside or outside.

16. **End of Hire**

The Hirer shall be responsible for leaving the Premises and the surrounding area in a clean and tidy condition, properly locked and secured unless directed to do otherwise. Also, any contents temporarily removed from their usual positions must be properly replaced. **All taps, heaters and lights in the Premises, and the oven must be switched off before leaving. If any lights, heaters or the oven are left on further charges may be incurred. All breakages should be reported to the Committee and must be paid for.**

Hirers are expected to take all rubbish home if the Acklington Village Hall bins are full. Please take glass bottles home to be recycled.

In the event of a breach of this clause the Hirer shall pay to Acklington Village Hall any expenses incurred by Acklington Village Hall in cleaning, repairing and tidying the Premises.

17. **Risk Assessment and Supervision**

The Hirer is responsible for carrying out a risk assessment appropriate for their Event to ensure that risks of harm or damage are minimised. The Hirer will during the period of hire, be responsible for supervision of the Premises, this includes the fabric and the contents; their care, safety from damage however slight. Responsibility for change of any sort, and the behaviour of all persons using the Premises whatever their capacity. Proper supervision of car parking arrangements so as to avoid obstruction to the highway.

You are liable to pay for any damage or breakages which must be reported to the Booking Secretary.

18. **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.

19. **Public Safety Compliance**

(I) You must comply with all conditions and regulations made in respect of the Premises by the Local Authority, the Licensing Authority, and our fire risk assessment, particularly in connection with any Event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. You must also comply with our health and safety policy. You must call the Fire Service to any outbreak of fire, however slight, and give details to the Bookings Secretary or Chair (details in para titled Accidents and Emergencies).

You acknowledge that you have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment. (Included in Health and Safety Policy)
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box.

(ii) In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked.
 - That all escape routes are free of obstruction and can be safely used for instant free public exit.
 - That any fire doors are not wedged open.
 - That exit signs are illuminated.
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- That there are no fire-hazards on the Premises.

20. **Health and Hygiene**

The Hirer shall if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

21. **Indemnity**

The Hirer shall indemnify Acklington Village Hall Committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the building, which may occur during the period of hire as a result of the hiring.

22. **Compliance with Safeguarding children, young people and, adults at risk**

The Hirer must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with The Children Act 1989 and 2004, Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. Hirers must read and comply with Acklington Village Hall's safeguarding policy. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

23. **Alterations and Temporary Decorations**

You must not make any alterations or additions to the Premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the Premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the Premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the Premises by such removal. The use of sellotape, bluetac, drawing pins and nails on the internal walls is forbidden. You will be charged for damage to the walls or décor.

24. **Stored Equipment**

We accept 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 or we will charge Fees each day or part of a day at the hire Fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- (i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended
- (ii) your failure to dispose of any property brought on to the Premises for the purposes of the hiring.

25. **Smoking**

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the Premises.

You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

26. **WiFi Services**

When using the WiFi service you agree at all times to be bound by the following provisions:

- (i) not to use the WiFi service for any for the following purposes:
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- a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
- b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
- c) interfering with any other persons use or enjoyment of the WiFi service; or
- d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;

(ii) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

27. Termination of the WiFi service

We have the right to suspend or terminate our WiFi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (i) if you use any equipment which is defective or illegal;
- (ii) if you cause any technical or other problems to our WiFi service;
- (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;
- (iv) if you resell access to our WiFi service; or
- (v) if you use our WiFi service in contravention of the terms of these Standard Conditions.

28. Availability of WiFi Services

- (i) Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.
- (ii) It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the main hall.
- (iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WiFi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

29. Animals

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the Premises.

30. Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any Event taking place at the Premises and must indemnify us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

31. Sale of goods

You must, if selling goods on the Premises, comply with Fair Trading Laws and any code of practice or legislation used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's

name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

32. Explosives and flammable substances

You must ensure that:

- (i) Highly flammable substances (including fireworks and LPG gas) are not brought into, or used in any part of the Premises.
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

33. Privacy and Data Protection

We may collect and store your personal data in line with the Acklington Village Hall Personal Data Policy.

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

These Conditions of Hire were updated in May 2026 and approved by the Acklington Village Hall Management Committee
