

# **NOWTON VILLAGE HALL**

## **TERMS AND CONDITIONS OF USE.**

### **Hiring agreement**

In consideration of the Hire Fee detailed on the Booking Form, Nowton village hall committee agrees to permit the Hirer to use the Premises for the Function and for the Period(s) described in the booking form. All details inserted in the booking form are part of this Agreement.

This Hiring Agreement includes these Standard Conditions and Special Conditions set out below.

#### **Standard conditions of hire**

- Age

The Hirer, being a person over 21 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

- Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and 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. As directed by the Hall Secretary, the Hirer shall pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

- Use of premises

The Hirer shall not use the premises (including the car park) for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

- Insurance and indemnity

(a) The Hirer shall be liable for:

(i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises

(ii) all claims, losses, damages and costs made against or incurred by the village hall committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and

(iii) all claims, losses, damages and costs made against or incurred by the village hall management committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the village hall management committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The village hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Nowton village hall committee and the village hall's volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the village hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the village hall secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another Hirer.

The village hall is insured against any claims arising out of its own negligence.

- 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.

- Music Copyright licensing

The hirer shall ensure that the Village Hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

- 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 the hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the hall's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the secretary of the village hall committee.

(a) The Hirer acknowledges that they 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.

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.

(b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

That all fire exits are unlocked and panic bolts in good working order.

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.

That there are no obvious fire hazards on the premises.

- Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall make sure that homes and neighbours surrounding the village hall will not be disturbed.

Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

- 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 in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

- Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall 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.

- Accidents and dangerous occurrences

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a member of the village hall committee as soon as possible.

- 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 internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the committee. No decorations are to be put up near light fittings or heaters.

- Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

- Cancellation

The Village Hall reserves the right to cancel any hiring by written notice to the Hirer in the event of:

(a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

(b) the Village Hall committee 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.

(c) the premises becoming unfit for the use intended by the Hirer.

(d) 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 payment already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

- End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge.

- No alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Village Hall booking

secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the Village Hall any damage caused to the premises by such removal.

- No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

- Special Conditions of Hire

All functions must end promptly by midnight to comply with the Public Entertainment Licence.

- Fire

Hirers must ensure that all precautions are taken against risk of FIRE and damage to the property. Instructions for smoke/heat alarms/exits/equipment, and what to do in the event of a fire, can be found on the blue notice board inside the hall entrance. Due to the surrounding woodland NO BONFIRES/ BBQ'S OR FIREWORKS ARE PERMITTED AT NOWTON VILLAGE HALL OR IN THE CAR PARK. The Hall has no telephone. Please ensure you have a mobile in good working order with you.

All means of EXITS from the premises must be kept free from obstruction and immediately available for instant public exit. The emergency exit illuminated signs remain on permanently.

- Opening and closing the village hall

Arrangements for access to the hall will be made shortly before your hire – please contact [nowtonvillagehall@gmail.com](mailto:nowtonvillagehall@gmail.com) a few days before the event. Please ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period. Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After this time only those helping to clear up the village hall should be on the premises.

- Furniture

Please stack chairs and tables neatly in the storeroom. A first aid box is located in the kitchen.

- Heating

The heating operates by a paid metre located in the cupboard on the wall above the piano. The on/off switches are located next to each heater. You must not sit on or place ANY items on the heaters.

All heating must be switched off before you leave.

- Consideration for others

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are a disturbance for local residents.

You must not use Blu Tac, drawing pins or tape on the walls or other surfaces. Do not fix decorations near light fittings or heaters.

Please leave the village hall clean and tidy. In particular we ask you to ensure table tops are wiped clean before being stacked in the storeroom. Please remove all rubbish and take it with you when you leave – the bins cannot cope with two weeks of hall hire.

- Faults/ damage/ comments

Please report any faults or damage to the booking secretary as soon as possible so that they can be rectified quickly.