

THE NUNNEY VILLAGE HALL (“NVH”)

Charity number: 273721

By the Management Committee

Version dated: 9 June 2025.

(These terms may be updated from time to time by the NVH.)

Email: bookings@nunneyvillagehall.com

Tel.: 07350 236603

Terms and Conditions of Hire

These Terms and Conditions of Hire govern the hiring of The Nunney Village Hall, concerning arrangements with the hiring person or organisation (“**Hirer**”).

Reference is made to other applicable terms, including the data protection terms & privacy policy.

Completing and signing (or acknowledging by email or otherwise) the **Booking Form** is an indication the Hirer accepts all these terms and conditions.

1. Application

Application for hire must be made on the appropriate paper form or online and the Hirer must await confirmation of any booking. The Management Committee’s decisions as to the interpretation of these conditions shall be final and conclusive and the right is reserved to refuse any application for hire. The Hirer must not be under 18 years of age and must accept responsibility for overseeing all activities both on and in the immediate area of the premises during the hire period.

2. Charges

Ordinarily the hire fee is invoiced and becomes payable when the booking application is approved by the NVH.

After confirmation by the NVH of the booking, the invoice having been issued, is payable at least seven (7) days prior to the start of the event. (Alternative arrangements may be acceptable but only following agreement with the Management Committee). Additional payment due to any damage may be charged subsequently.

The Management Committee reserves the right to charge an additional fee if the building and its immediate amenities are damaged during the hire and or are not left in a clean and satisfactory condition.

The Hirer should leave the premises in a clean condition by sweeping, hoovering, washing up etc. All tables and chairs must be returned to their original places.

Terms and conditions of hire:

All rubbish should be packed into appropriate plastic refuse sacks and taken away. (See End of Session Checklist).

3. Variations to Charges and Conditions

The scale of charges and conditions of hire are subject to variation by the NVH from time to time and the Hirer shall pay any revised charges and comply with any revised conditions deemed necessary by the Management Committee.

4. Cancellations

- In the event that the Hirer cancels the booking fewer than seven (7) days prior to the event taking place, any hiring fee already paid may be forfeited. If fees have not been paid, they may then become payable, as the NVH may require acting reasonably.
- If, in the opinion of the Management Committee, it is thought likely that the event may prove to be objectionable or undesirable in character the Management Committee reserves the right to cancel the booking at any time, refund monies paid, and not be liable in any way for payment of compensation to either the Hirer or their Agent(s).
- The Management Committee reserves the right generally to cancel or withdraw the booking confirmation upon giving notice in writing to the Hirer (email is accepted).
- The Management Committee reserves the right to cancel a hiring 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 which case the Hirer shall be entitled to a refund of any monies already paid.
- The NVH will make reasonable allowance for events of 'force majeure' (as such term is commonly understood) outside the reasonable control of the booking party, and remedies shall include cancellation with refund of any fees paid, suspension of booking, or similar. The NVH will conduct such matters in good faith, acting reasonably.

5. Period of Use and Hire

The Hirer will be allowed possession of the premises only on the date(s) and times booked, which must include adequate preparation and clearing up time.

In accordance with the applicable Licences granted to the Management Committee, including by the applicable Licensing Authority(ies), dances, films, recorded music, live music performances, and all similar entertainment, must cease and the building be closed not later than 12.00 midnight. All functions should cease at least thirty minutes prior to these times, to enable the premises to be cleaned and locked.

Dances will not normally be permitted on Sundays, Christmas Day or Good Friday. See also Clause 9 below.

6. Key Entry

Entry to the hall is by a key to the front door. This key is held in a code protected box situated to the right hand side of the front door. The code may be supplied to the Hirer (or

other arrangements for access) on satisfactory completion and acceptance of a Booking Form. Where code access has been give, and upon leaving the hall, the key should be returned to the box and the code wheels left on a new random number.

7. Liability

None of NVH, the Management Committee or its officers, agents, contractors or caretakers accept any responsibility or liability arising for the safety of or damage or loss to any persons, vehicles, money, or goods of any kind, brought into the building or its immediate environs by the Hirer or any other party or otherwise used in connection with the hiring of the NVH. Money must not be left overnight on the premises by the Hirer or their guests.

CHILDREN MUST BE ACCOMPANIED AND SUPERVISED AT ALL TIMES AND MUST NOT BE ALLOWED TO ENTER THE KITCHEN, EXCEPT FOR THE SERVERY AREA TO COLLECT A MEAL.

In addition, the Hirer is and must be responsible for supervision of the premises including the fabric and the contents.

The Hirer must monitor any damage and report it to the Management Committee as soon as possible after the end of the event. The Hirer is also responsible for the behaviour of all persons using the premises, both inside and out, including car parking arrangements.

The Hirer is liable as follows.

(i) The Hirer is liable for:

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

(b) the cost of repair of any damage (including accidental and malicious damage) done to our WiFi service (if any)

(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 Hirer's use of the premises (including the storage of equipment) and Hirer's use of our WiFi service (if any), and

(d) all claims, losses, damages and costs made against or incurred by NVH as a result of any nuisance caused to a third party as a result of Hirer's use of the premises and/or the use of our WiFi service (if any), and subject to sub-clause (ii), Hirer does and hereby indemnifies NVH against such liabilities.

(ii) NVH may 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 may determine to claim on our insurance for any liability you incur but in any event you must and must continue to indemnify NVH and the Management Committee for and 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 to the Management Committee. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and may re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

8. Sale of Intoxicants

- NVH hold a licence for the sale of alcohol, but this comes with some restrictions. Alcohol may be brought into the hall by the hirer on the day of the event but

only if the Management Committee has agreed beforehand. It must be drunk on the premises. It is strictly forbidden to drink alcohol in the street near the hall. It is therefore imperative that all such supplies be delivered and removed on the day of hire (including all empty bottles).

- The Hirer shall ensure that alcohol is not consumed excessively, and illegal drugs are not used. Drunk or disorderly conduct must not be allowed. Alcohol must not be given to any person who is or is suspected of being under the age of 18.

9. Use on Special Days

The premises are not normally available for hire on Good Friday, Easter Monday or Christmas Day, but the Management Committee may grant an application for hire for an approved purpose on any such day it thinks fit. Any such application for hire on these days must be made at least 10 days in advance.

10. Use of the Premises, safeguarding

The Hirer shall use the premises only for the purpose stated on the Booking Form and not for any other use. If it appears that the Hirer has made a material omission from, or misstatement on, the Booking Form, the Management Committee may prohibit the continuation of the booking and the Hirer shall indemnify the Management Committee against any claim arising out of such action. In such circumstances, the whole of the charges paid to the Management Committee by the Hirer shall be forfeited to the Management Committee.

For the duration of the hire period, the hall must not be left unattended.

The Village Hall will not accept responsibility for any stored equipment or other property brought into or left at the premises. All equipment, other than that for which there is a storage agreement, must be removed at the end of each hiring or an additional fee will be levied.

At the end of the hire period, the Hirer will be responsible for ensuring all means of entry are securely locked and any keys returned or placed securely to the Key Code Box. In addition, the Hirer is responsible for leaving the premises and surrounding area in a clean and tidy condition with utensils and equipment returned to their original positions.

The basic principle is the hall is to be left as the Hirer found it.

Safeguarding:

Safeguarding of children and vulnerable adults is and remains the duty of the Hirer.

Further guidance may be outlined in a safeguarding policy or otherwise as required by the Management Committee.

Hirer must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with applicable laws including legislation.

When requested, Hirer must provide NVH with a copy of Hier's Safeguarding Policy and evidence that Hirer has carried out relevant checks.

Where applicable the Hirer is responsible for ensuring that appropriate qualifications are held by the supervising person(s).

11. Restricted Use

- Auction sales and trade exhibitions will generally not be permitted under normal terms of hire except at the discretion of the Management Committee when they may be subject to special charges and conditions.
- Ordinarily, no live animals are permitted on the premises other than Guide Dogs and dogs attending professional dog-training classes.
- Inflammable liquids or explosives, fireworks, articles producing an offensive smell and gas cylinders used for portable heating appliances must not be used on the premises.

Please ensure that outside caterers/demonstrators are aware of this rule.

- No bingo games, lotteries or draws shall take place on the premises unless they comply with the Betting, Gaming and Lotteries Act and then only if the provisions of the Act are complied with in all respects and with the agreement, in writing, of the Management Committee
- It is permitted to bring electrical appliances on to the premises provided they are safe, in good working order and used in a safe manner. The following items may not be brought on to the premises without the approval of the Management Committee: portable heaters inc. patio heaters, soldering irons, electric kettles, portable hotplates, or microwaves.
- Use of smoke machines is prohibited.
- The hall is a strictly 'No Smoking Area'.

12. Damage

Any damage to fixtures and/or fitting, or any part of the property or environs, which may occur during the period of hire, shall be the responsibility of the Hirer who shall pay on demand the cost of any such damage and shall indemnify the Management Committee against any such claim by third parties for the damage or loss arising from the Hirer's use. It is advisable that the Hirer arranges their own insurance cover. No fixtures or fittings

fixtures may be removed, and anything which might in any way damage the interior or the furniture of the premises is strictly prohibited. Please do not use sellotape to secure decorations - please use blu-tac on wooden surfaces only, or string. Any loss of keys will be charged at the applicable rate of not less than £50.

13. Sub-Letting

The Hirer may not sub-let the premises unless permission of the Management Committee is given in writing.

14. Lighting

No alteration may be made to the lighting already provided. Additional lighting may be used, provided it is safe and in good working order and the Hirer accepts full responsibility for any malfunction leading to damage to the hall or contents thereof.

15. Use of Amplifying Equipment

Sound amplification is the responsibility of the Hirer and must be the minimum for audibility within the premises. It must not cause a nuisance to residents living close to the Hall.

16. Insurance

The Management Committee holds insurance cover for its legal liabilities, but Hirers should ensure that they have adequate insurance to cover their own liabilities and subject to applicable laws.

17. Copyright

The Hirer shall not infringe copyright (for example in playing recorded music or films) and will indemnify the Management Committee against all sums of money, which the Management Committee may be required to pay by reason of any infringement of copyright occurring during the period of hire.

18. Attendance of the Police and/or Fire Service

If in the opinion of the Management Committee, Hirer or stewards acting on their behalf, the attendance of the Police or Fire and Rescue Services is required, the Hirer must pay for the attendance as necessary.

19. Enforcement of Regulations — Stewards

The Hirer must provide adequate supervision, with the use of stewards, if necessary, at all time both for the premises and the immediate outside areas. The Hirer must also

ensure that there is compliance with all Conditions of Hire and any instructions issued by the Management Committee.

The Hirer, or his responsible representative, must be present at all times. Discos and dances etc. must be adequately supervised both on the premises and in relation to parking in the road to ensure that they do not give rise to complaints.

20. Right of Entry

The Management Committee reserves the right of entry for its officers and authorised members to all parts of the building at all times. Employees of the Hirer are to be instructed accordingly.

21. Breakdowns or Accidents

In the case of any breakdown or accident resulting in the temporary closure of the premises or any facilities, no person shall be entitled to any compensation for any loss. When the Management Committee cancels the booking because of unforeseeable breakdowns, any fees paid may be refunded.

22. FIRE, HEALTH & SAFETY

(a) All exits, passages and gangways must be kept free of obstruction. Emergency 'EXIT' lights should be left switched on during every period of use of the premises.

(b) The maximum number of persons that can safely be accommodated on the premises shall be as specified but this also depends on the type of event.

THE HIRER MUST ENSURE THAT ALL EXITS ARE UNOBSTRUCTED AT ALL TIMES.

23. FIRE

IN THE EVENT OF FIRE...

RAISE THE ALARM,

VACATE THE PREMISES IMMEDIATELY,

AND CONTACT THE EMERGENCY SERVICES.

The Main Hall has specified exits for use in an emergency situation, such as fire. The Hirer must familiarise themselves with each of these on arrival for their function. If a fire is discovered, raise the alarm at once by shouting 'FIRE'.

On hearing the warning, everyone must leave the building at once, quickly and calmly, by the nearest available route. Escape routes are indicated by signs. DO NOT stop to collect personal belongings.

If you suspect that there is a fire on the other side of a door, DO NOT open it.

When clear of the building, please proceed to the assembly area (the area at the far-right hand corner of the play park).

After ensuring everyone is out of the building, including the toilets, DO NOT re-enter the building until you are told that it is safe to do so.

PLEASE ENSURE THAT ACCESS TO THE HALL IS KEPT CLEAR FOR EMERGENCY VEHICLES.

24. FIRST AID KIT

There is a first aid kit available for public use at the village hall.

Any accidents should be noted on an Accidents Form. As soon as possible, ensure that a member of the Management Committee is aware of the accident. These forms will remain confidential, and a copy may be given to the Hirer if considered necessary by either party.

25. Reporting of Incidents, broken items or equipment

Any broken items, whether accidental or otherwise, or any item which is found to be broken but is not the fault of the Hirer, must be reported to the booking secretary at the end of the hire period.

26. Check List for Hirers

At the end of the hire period the hirer should consult the Check List (see below) to ensure they have taken all the necessary steps to leave the hall in the same state as they found it.

Please sign (or otherwise acknowledge and accept – email included) the Booking Application Form to indicate your acceptance of these conditions.

Check List – please tick each item as it is completed.

Please complete when you leave and return the keys.

Cleaning materials in kitchen. Bin bags as provided. Please leave the hall as you found it.

Main Hall

- Check floor – wipe/mop spills and brush up debris.
- Leave furniture as you found it.
- Close all windows and external doors.
- Ensure all heaters and the heating is turned off.
- Stage (if used) - leave furniture as you found it.

Kitchen

- Return glasses/crockery/cutlery after cleaning to cupboard/drawer where found.
- Clear and wipe work surfaces

- Wipe oven, hob and sink
- sweep floor, wipe any spills.
- Empty fridge of any food you brought with you.
- Empty rubbish into outside bin if paid for. Take with you if not.
- Turn off heating if used.
- Leave any wet or soiled tea towels hung up to dry in kitchen.

Toilets

- Make sure all toilets are flushed.
- Ensure that all taps are turned off.
- Check toilet lights are off -

Lights

- Turn off all lights inc. exterior lights.

Locking up

- Make sure all doors from Hall are securely locked.
- Return key as arranged with Management Committee.

Valuables

- No valuables of any kind must be left after the event has finished.

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Signature / accepted: X: _____

Name..... (for/Hirer)

Date.....