



The Newton and Noss Village Hall

Standard Conditions of Hire – revised August 2016

For the purposes of these conditions, the **Hirer** will mean an individual Hirer or, for an Organisation, their authorised representative.

1. Supervision

During the period of hire, the **Hirer** will be on the premises and be responsible for: the supervision of the premises, the fabric and contents (their care, safety from damage however slight, or change of any sort); the behaviour of all persons using the premises whatever their capacity; and ensuring the minimum of noise on arrival and departure. The premises are NO SMOKING ZONES at any time.

Please note that the maximum number of people in the Hall is 120.

2. Indemnity

(a) The **Hirer** must pay for the cost of repair of any damage done to any part of the premises including the outside and the contents, which occurs during the period of hire as a result of the hire.

(b) The **Hirer** is responsible for making arrangements to insure against any claim arising from their hire of the premises.

3. End of Hire

(a) For Private Functions, completion of hire is midnight. For Public Entertainment, times are laid down by the Local Authority and must be complied with.

(b) The **Hirer** is responsible for ending at the time stated in the Hire Agreement and leaving the premises in a clean and tidy condition ready for use by the next hirer. The electricity and heating must be turned off, and appliances made safe in the kitchen and elsewhere. The premises should be properly locked, with contents back in place and rubbish taken away. If any of these conditions are not met, the Committee may make additional charges against the security and may charge additional fees where appropriate e.g. professional cleaning.

Note: no excessive water or other liquids should be used to clean the floor. In the event of a spillage, this should be wiped clean and dry as soon as possible. Failure to do this could result in additional charges being made. In the event of losses or damage not covered by insurance, the **Hirer** must pay.

4. Licences

The **Hirer** is responsible for obtaining any licences required for the purpose of hire – e.g. sale or supply of alcohol, Performing Rights Society (PRS), Phonographic Performance Ltd (PPL) etc and for complying with the terms of the licence.

5. Use of Premises

The **Hirer** must use the premises only for the purpose described in the Booking Confirmation and not sub-hire or use the premises, or allow the premises to be used, for any unlawful purpose or in any unlawful way, nor do anything or bring onto the premises anything which may endanger the premises or invalidate any insurance policies, nor allow the consumption of alcohol without prior written permission from the Bookings Secretary. Provision of alcohol must comply with current legislation.

6. Cancellation

Hirer: cancellation will incur a charge of £10 or 25% of the hire fee, whichever is the greater.
Committee: in the event of a cancellation due to the Hall being required for use as Parliamentary or Local Government Polling Station or if for any reason the premises are rendered unfit for hire, the Committee will not be liable to the **Hirer** for any resulting loss or damage. The **Hirer** will be entitled to a full refund of any monies paid for that booking.

7. Electrical Safety

The **Hirer** must ensure that any electrical appliances brought onto the premises and used there, are safe, compliant with current regulations, and are used in a safe manner. Where a Residual Current Device (RCD) or earth leakage detector circuit breaker is provided under the terms of our licence "To use Community Premises for Entertainment" (CPL), the **Hirer** must use it to ensure Public Safety. Any **Hirer** wishing to access the 3-phase electricity supply must first obtain written permission from the Committee.

8. Integrity of Premises

The **Hirer** must not tamper with, alter or modify any fixtures, fittings or electrical apparatus on or belonging to the premises. Written approval must be obtained from the Committee for any contractor employed to work on the premises. Applications must state the specific nature of the work and give a detailed schedule.

9. Animals

No animals, except dogs for the disabled, are allowed in the Hall. No animals are allowed within the kitchen area at any time.

10. Public Safety Compliance

The **Hirer** must comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, local Magistrates Court, etc, particularly in connection with any event which includes public dancing, music, similar public entertainment or stage plays.

Note: no hazardous substances are allowed in the Hall.

11. Health and Hygiene

If preparing, serving or selling food, the Hirer must observe all relevant legislation and regulations.

12. Health and Safety

The **Hirer** is responsible for undertaking a Risk Assessment relevant to the event. A basic Risk Assessment Summary is attached as a starting point. The main H&S folder is in the Hall cupboard by the disabled toilet.

Please note: Naked flames and candles are not allowed on the premises.

13. Gaming, Betting and Lotteries

Whilst on the premises, the **Hirer** must ensure that nothing is done in contravention of the law.

14. Compliance with the Children Act 1989

The **Hirer** must ensure that any activities for children under 8 years of age comply with the above Act and that only fit and proper persons have access to children of any age.

15. Refusal of Booking

The Committee reserves the right to refuse a booking without notice or to cancel the hiring agreement at any time either before or during the term of the agreement on giving 7 days written notice to the **Hirer**. The **Hirer** will be reimbursed with any monies and the Committee will not be liable for any further payments.