



Nether Heyford Village Hall

Registered Charity, No. 304256

www.netherheyfordvillagehall.org

NHVHbookings@gmail.com

Standard conditions for hire of Nether Heyford Village Hall

These standard conditions apply to all hiring's of the village hall. If **The Hirer** is in any doubt as to the meaning of any of the following, the Village Hall Secretary or Booking Secretary should be consulted. Contact details are available on the website www.netherheyfordvillagehall.org

1. The Hall

is available for hire by private individuals, families, businesses, local clubs and societies. Bookings may be made throughout the calendar year for regular meetings.

2. The Hirer

Who shall not be a person under 18 years of age, accepts

- a. being responsible for the hire, including all payments and ensuring that all conditions under the Booking Agreement are met
- b. to be on the premises during the hire period when members of the public, invited guests or family members are present
- c. to ensure that all conditions set out in this document are complied with.

3. During the period of the hiring The Hirer shall

- a. not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire the use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way
- b. ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries
- c. not do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof
- d. not permit the maximum number of people in the hall to exceed 120, including the organisers/performers
- e. be responsible for supervision of the premises, the care and avoidance of damage to the fabric and the contents of the hall
- f. be responsible for the behaviour of all persons using the premises whatever their capacity
- g. not permit the wearing of spiked or studded footwear in any part of the premises
- h. provide proper supervision of car parking arrangements and to consider other road users and nearby residents when parking
- i. keep noise down to a level acceptable to neighbouring properties
- j. 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 there under.

- k. shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.
- l. leave the hall in a fit condition for the following user with chairs and tables replaced and stacked as indicated
- m. pay promptly for the use of the premises upon receipt of the invoice
- n. as directed by the Hall Secretary, **The Hirer** shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for any loss of contents.

4. Public Safety Compliance

The Hirer acknowledges that they have received instruction in the following matters:

- the action to be taken in event of fire. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee.
- 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

In advance of an entertainment or play **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 used
- that any fire doors are not wedged open
- that there are no obvious fire hazards on the premises

5. Insurance and indemnity

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 management 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.

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 village hall management committee and the village hall's employees, 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.

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.

6. 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. The premises is provided with a refrigerator and colour coded food preparation boards.

7. Crockery and tableware

Crockery is available in the kitchen cupboards. Mugs, cup, saucers, plates bowls and cutlery are provided. Any major breakages or damage must be notified to either the Chairman or Booking Secretary as soon as possible.

8. 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. A simple visual inspection is likely to be sufficient for equipment used in a clean, dry environment.

9. Licensable activities

The Hall holds a Performing Society Right Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, film or by performers in person. If other licences are required in respect of any activity in the village hall **The Hirer** must ensure that they hold the relevant licence. Details of the licensing held by the village hall is available on the booking form.

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

11. 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 management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used or brought on to the premises.

12. 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. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk

nor to any person suspected of being under the age of 18. 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. No illegal drugs may be brought onto the premises.

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 the village hall. No animals whatsoever are to enter the kitchen at any time.

14. 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 Hall Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the village hall. It will become the property of the village hall unless removed by **The Hirer** who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

15. No rights

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

16. 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.

17. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

18. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the village hall's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

19. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, **The Hirer** shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

20. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

21. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition.

Any tables, chairs or other contents temporarily removed from their usual positions must be properly replaced, floors should be swept clean, rubbish bins emptied into the waste

containers outside the front of the hall, kitchen and servery worktops cleared down and if used, the oven and gas hob must be left in a clean condition.

Cleaning materials for spillages are provided in the kitchen and disabled toilet. **Green** for kitchen, **Red** for toilets and **Blue** for the hall floor.

Please ensure when vacating the premises that **ALL** lights (inside and out) are switched off, all taps and the two boilers are turned off, windows are closed and all external doors locked.

The village hall reserves the right to withhold the booking deposit or to make an additional charge where it occurs additional expenses as a result of **The Hirer** not complying with the above.

22. Stored equipment

The 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 equipment stored by prior agreement) must be removed at the end of each hiring.

Failure by **The Hirer** to remove any property brought on to the premises for the purposes of the hiring may result in the village hall management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge **The Hirer** any costs incurred in storing and selling or otherwise disposing of the same.

23. Faults

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

The Management Committee welcome comments or observations that you may have about your hire of the village hall.

The Village Hall Committee thank you for reading these points above and trust that you will help us to ensure the safety, security and smooth running of our Village Hall