

TERMS AND CONDITIONS OF HIRE

Norton Village Hall

These standard conditions apply to all hiring the Village Hall. These Terms and Conditions and the Health and Safety Information is made between the Hirer and the Norton Village Hall. The parties agree that any hire will be carried out in accordance with this Agreement.

1. Definitions and Interpretation

- 1.1. NVH – means Norton Village Hall Management Committee
- 1.2. The Hirer – means the person or organisation as set out on the online Room Hire Booking Form
- 1.3. The Premises – means Norton Village Hall and Car Park, Old Tewkesbury Road, Norton
- 1.4. Total Amount Due – means the total amount that the Hirer is required to pay NVH for hire of the premises
- 1.5. Online – means the village hall bookings page found at www.nortonvillagehall.co.uk/bookings
- 1.6. Invoice – means the invoice generated by NVH and emailed to the Hirer
- 1.7. Time Stated – means the officially stated Start Time and End Time of the booking as stated at the time of booking and then confirmed by email by NVH

2. Booking

- 2.1. The Hirer may only book online or by email, however, the booking is only finalised once it appears online, as confirmed.

3. Use of Premises

- 3.1. The Hirer must not sublet the premises
- 3.2. The Hirer must not use 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 same
- 3.3. The premises must only be used for the purpose as stated to NVH at the time of booking

4. Licences

- 4.1. The Hirer shall be responsible for obtaining any Licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited, Alcohol Licence and all other similar bodies in connection with the hiring. The Hirer shall indemnify NVH against the consequences of the Hirer's failure to do so

5. Maximum Capacity

- 5.1. Under the terms of the Village Hall's Premises Licence the maximum number of people permitted at any one time are:
Main Hall – 150 (standing), 100 (seated)
Committee Room – 40 (standing)
- 5.2. The Hirer agrees not to exceed the maximum permitted number of people in the hall including the organisers and performers

6. Gaming, Betting and Lotteries

- 6.1. 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

7. Public Safety Compliance

- 7.1. The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, the Local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment or stage plays

8. Electrical Appliance Safety

- 8.1. The Hirer shall ensure that any electrical appliances brought by them or their guests to the Premises and used there shall be safe and in good working order, that they are used in a safe manner and have been tested in accordance with current safety testing requirements

9. Alterations

- 9.1. The Hirer must not make any alterations to the Premises without NVH's prior written consent.

10. Food and Drink

- 10.1. The Hirer shall if preparing, serving or selling food observe all relevant food and hygiene legislation and regulations.
- 10.2. If the Hirer wishes to use caterers on the Premises during the event the Hirer must ensure that the caterers comply with all health and hygiene legislations and regulations.
- 10.3. The kitchen facility on site is NOT for cooking. It is licensed for the reheating of food only.

11. General Regulations

- 11.1. No animals are to be brought onto the premises except guide dogs without prior written consent.
- 11.2. The Hirer shall ensure that the following conditions are adhered to in full:
 - 11.2.1 No preparation may be applied to the floors.
 - 11.2.2 No interference with any equipment, books or any other materials.
 - 11.2.3 No interference with the heating system.
 - 11.2.4 No materials or equipment or goods may be left on the property without written consent of NVH or their booking officer, any contravention of this rule may result in the materials being removed and disposed of. Cost for the removal will be charged to the Hirer.

12. Nuisance

- 12.1. The Hirer must not do or allow anyone attending their event to do anything on the Premises which is or may become a nuisance to the NVH or other Hirers or to the occupiers of adjoining or neighbouring properties. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises. It is the Hirer's responsibility to ensure that the minimum of noise is made by persons attending the event on arrival and departure.
- 12.2. All external doors to the village hall should be kept closed when music is being played to reduce the impact on neighbouring properties. The playing of music in the village hall must cease by 11.30pm.
- 12.3. The playing of music in the car park or from vehicles in the car park is strictly prohibited.
- 12.4. If the Hirer or anyone attending their event causes a nuisance to the occupiers of adjoining or neighbouring properties the NVH may at its absolute discretion levy a charge on the Hirer in addition to the Total Amount Due.

13. Children

- 13.1. The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate child protection policies and procedures in place and that they themselves and those persons likely to have contact with children have been subject to adequate enhanced Disclosure and Barring Service checks
- 13.2. Where the Hirer wishes to use the Premises for a purpose which involves a regulated activity as described by the Safeguarding of Vulnerable Groups Act 2006, NVH takes no responsibility for the provision of appropriate paperwork. However, NVH reserves that right to review child protection policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason NVH are not satisfied, then they reserve the right to cancel any hiring and there shall be no liability with regard to the refund of the Total Amount Due (including any deposit paid)
- 13.3. No children under the age of 12 are permitted access to the Kitchen.

14. Sale of Goods

- 14.1. 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.

15. Unfit for Use

- 15.1. NVH may cancel any hiring if the Premises or any related facilities are rendered unfit or become unavailable due to unforeseen circumstances or are required for School/Education Curriculum purposes or are required for use as a Polling Station for a Parliamentary or Local Government election or by-election or civil emergency and there shall be no liability to the Hirer other than to refund any of the Total Amount Due (including any deposit paid) for the cancelled hiring

16. Refusal of Booking

- 16.1. The Premises shall not be hired to organisations with racist or extremist aims regardless of the stated reason for hiring the building

- 16.2. NVH may cancel any hiring if in its opinion the hiring organisation for which the Premises are hired has racist or extremist policies. In such event NVH shall incur no liability to the Hirer whatsoever, other than the return of any of the Total Amount Due that has been paid by them in respect of such cancelled hiring.
- 16.3 Bookings will not be accepted from any Hirer who in the opinion of NVH has previously caused a nuisance to the occupiers of adjoining or neighbouring properties.

17. End of Hire

- 17.1. The Hirer shall ensure that the Premises are vacated at the time specified at time of booking and no later than 12 midnight
- 17.2. In the event that the Hirer and his party have not vacated the Premises by the Time Stated, at booking, NVH shall impose a penalty of 2x the hourly rate for every part or full un-booked hour after the End Time stated
- 17.3 If the Hirer allows anyone attending their event to remain on the Premises after 12 midnight (without the prior written consent of the NVH) the NVH may at its absolute discretion levy a charge on the Hirer in addition to the Total Amount Due.
- 17.4. The Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition and any contents temporarily removed from their usual positions properly replaced, if this condition is not complied with NVH shall at its discretion make an additional charge
- 17.5. The Hirer shall be responsible for reporting any damage or faulty equipment to the Bookings Secretary
- 17.6. The key must be returned to the point of collection within 2 hours of stated End Time

18. Payment and Total Amount Due

- 18.1. The details of the Total Amount Due are set out in the Invoice sent to the booker following completion of the event
- 18.2. At its discretion NVH may request a deposit of up to 20% in order to secure a booking
- 18.3. Payment must be received within 30 days of the invoice date, late payment fees may be levied at the discretion of the committee

19. Insurance

- 19.1. During the period of hiring, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify NVH from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hiring except where due to the negligence of NVH or their respective servants or agents
- 19.2. The Hirer must if required have adequate Public Liability Insurance in place for the use of the Premises. It is the responsibility of the Hirer to ascertain if such insurance is required. NVH have Public Liability Insurance in place and therefore accept no responsibility for any claims pertaining to things not covered by this policy

20. Cancellation

- 20.1. The Hirer must give NVH at least 7 days' notice of its wishes to cancel the booking
- 20.2 NVH may at its absolute discretion cancel any booking upon giving 7 days notice to the Hirer. In such an event NVH shall incur no liability to the Hirer whatsoever, other than the return of any of the Total Amount Due that has been paid by them in respect of such cancelled hiring.

21. Health & Safety

- 21.1. The Hirer acknowledges that they are aware of that the risk assessment for the Premises is available on request. If the Hirer for any reason considers that the risk assessment document requires any amendment to reflect the Hirers proposed use of the Premises the Hirer must make NVH aware and provide NVH with details in writing of the necessary amendments
- 21.2. The Hirer agrees to comply with the terms set out in the Health and Safety Information document and Fire Risk Assessment
 - 21.2.1 The Hirer must report all accidents involving injury to the Bookings Secretary
- 21.3. The Hirer acknowledges that they are familiar with the following:
 - 21.3.1. Fire exits and alarm points
 - 21.3.2. Firefighting equipment, evacuation procedures, escape routes and assembly point
 - 21.3.3. Location of First Aid Kit (Kitchen)
 - 21.3.4. Location of the Accident Reporting Guidance Sheets, Fire Log Guidance Sheets and User Guide (Entrance Hall)
- 21.4. In accordance with the Premises' fire evacuation plan the Hirer is required to:
 - 21.4.1. Keep a register of people in the Premises and people who leave the Premises early.

21.4.2. Familiarise all participants with the position of fire alarm points, fire evacuation routes and assembly point 21.4.3. Ensure that all necessary arrangements have been made to evacuate wheelchair bound participants from the building or to the fire assembly point

21.4.4. The Hirer must report all fire incidents to the Bookings Secretary

21.5. The Hirer is advised to carry out a practice evacuation of the Premises to highlight any points for concern

22. Data Protection

22.1. Personal data supplied to NVH will be held on computer and will be used in accordance with the General Data Protection Regulations for statistical analysis, management, planning and in the provision of services by NVH. The Hirer's data will not be sold or used for any marketing purposes, other than in relation to NVH

23. General Terms

23.1. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

23.2. No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act

23.3. This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.

23.4. NVH reserves the right to change these conditions and the new conditions will be binding for all Hirers who have already had future bookings confirmed providing such new terms are presented to the Hirer. The Hirer reserves the right to cancel said booking if they feel the new conditions are not reasonable. In this case all monies paid to NVH by the Hirer will be returned and no penalty levied