

# NEWTON AND BYWELL COMMUNITY HALL

## Terms of Hire

1. The hirer agrees to notify the Village Hall of any licensable activities taking place at the event and be bound by the terms and conditions of the Premises Licence. Licensable activities for which the Village Hall holds a Premises Licence are attached. In order to hold a licensable activity not covered by the Village Hall's Premises Licence a Temporary Event Notice (TEN) will need to be given to the licensing authority. **The Hirer shall obtain the written consent of the management committee before giving the licensing authority a TEN.**
2. The Hirer agrees with the Village Hall to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.
3. It is hereby agreed that the Standard Conditions of Hire together with any Special Conditions of Hire shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Village Hall and the Hirer.
4. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.
5. **Dangerous and unsuitable performances** Performances involving danger to the public or of a sexually explicit nature shall not be given.

**Your attention is also drawn to the document “Guidance notes for hirers” and the Premises Licence, both of which must be adhered to. These are displayed on the hall notice boards**

# Standard Conditions of Hire - January 2021

**These Standard Conditions apply to all hiring of the Hall. If the Hirer is in any doubt as to the meaning of the following, the Booking Manager should be immediately consulted.**

## **1 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 including the avoidance of obstructing the highway. As directed by the Booking Manager, the Hirer shall make good or pay for any damage (including accidental damage) to the premises or the fixtures, fittings or contents and for loss of contents.

## **2 Use of Premises**

The Hirer shall not use the premises 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 purpose or in any unlawful way nor do anything or bring into the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

The period of hire must represent the entire time the hall or room will be used. This must include any time necessary for setting up, clearing up and exiting the premises. There is no grace period before or after the activity booked time.

Hirers should only use the rooms they have booked, the exception being the kitchen which is a shared facility.

## **3 Alcohol**

The hirer shall be responsible for all alcohol related activities and in particular the non-provision of alcohol to under 18 year old people and those who appear to have sufficient already.

Where alcohol is being served or sold the hirer must provide the name of an individual who will be responsible for ensuring the legal requirements are met.

The hirer may use a contractor who has the necessary licence and a copy of this licence must be given to the Booking Manager.

The hall does hold a sale of alcohol licence and is prepared to make this available to suitable hirers. The Booking Manager must obtain the permission of two trustees in each case. A charge may be levied for the use of this licence.

Please note; where alcohol is included in the price of entry to the event then this is, under legislation, sale of the alcohol and one of the above arrangements must be in place.

#### **4 Music**

The Hall is licensed by the Community Trust for the playing of music with the Performing Rights Society.

#### **5 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.

#### **6 Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect to the premises by the Fire Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other public entertainment or stage plays.

The maximum occupancy including organisers, performers, vendors, audience etc is as follows;

- Main Hall – 144 seated +28 standing
- Meeting room – 28 seated

#### **7 Health and Hygiene**

The Hirer or their contractor shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

#### **8 Electrical Safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order, and used in safe manner.

The mains supply cupboard contains electrical equipment which should not be touched by a hall hirer as it may result in a serious incident or death.

Any attempt to interfere with this equipment will be considered a serious breach of contract and will be subject to a penalty charge. In addition the perpetrator will be solely responsible for any consequences of their actions whether this be to equipment or people.

#### **9 Indemnity**

The Hirer shall indemnify the Community Trust and each member of the Community Trust against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises and (b) all claims in

respect of damage of loss of property or injury to persons arising as a result of the use of the premises by the Hirer. Where appropriate the hirer should have a Public Liability Insurance in place.

## **10 Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to Booking Manager of the Community Trust **as soon as possible**, and complete the relevant section in the Community Hall's accident book. Any failure of equipment either belonging to the Community Hall or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accidents or injury must be reported on a special form to the local authority. The Booking Manager will give assistance in completing this form. This is in accordance with the reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

## **11 Animals**

The Hirer shall ensure that no animals except guide dogs are brought into the premises other than for a special event agreed by the Community Trust. No animals whatsoever are to enter the kitchen at any time.

## **12 Compliance with The Children Act 1989**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children.

## **13 Fly Posting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertising for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Community Trust 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.

In addition the walls of the hall shall not be used for notices or activity related posting. Bluetac or similar is expressly not allowed.

## **14 Sale of Goods**

The hirer shall, if selling goods on the premises, comply with the Fair Trading Laws and Code of Practice used in connection with such sales. In particular, shall ensure that the total prices of all goods and services are predominantly displayed, as shall be the organisers name and address and that any discount offered are based only on the Manufacturers' Recommended Retail Prices.

## **15 Cancellation**

The Community Trust reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises becoming unfit for the use intended by the hirer
- (b) the Community Hall reasonably considering that (i) such hiring leading to a breach in the licence condition, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of the hiring.

In any such case the hirer shall be entitled to a refund on any fee or deposit paid, but the Community Hall shall not be liable to the hirer for any resulting direct or indirect loss or damage whatsoever.

## **16 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 Community Trust shall be at liberty to make an additional charge. In essence leave as you find.

## **17 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 Hall is fitted with a noise limiter. This noise limiter has been set at a generous level which balances the demands of the hirer with the effect on our neighbours. Continued use near the maximum will damage your ears. The limiter cannot be bypassed by tampering with the electrics of the hall

## **18 Stored Equipment**

The Community Trust 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 stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the fee per hiring until the same is removed.

The Community Hall may,

- (a) in respect of stored equipment failure by the hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended, or;
- (b) in respect of any property brought onto the premises for the purpose of the hiring, failure by the hirer to remove the same within 7 days after the hiring

Then dispose of any 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.

## **19 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 Booking Manager. Any alterations, fixtures or fittings or attachments so approved shall at the discretion of the Community Hall remain in the premises at the end of the hiring and becomes the property of the Community Hall or removed by the Hirer who must make good to the satisfaction of the Community Hall any damage caused to the premises by such removal.

## **20 No rights**

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

## **21 Billing and Payment**

These conditions will depend on the nature of the event.

**For one off events less than £100.** Payment will be due on confirmation of the booking and must be received within 7 days of the confirmation. In the event of cancellation prior to 30 days before the event any paid monies will be refunded less an admin charge, After 30 days the full hire charge will be due.

For commercial bodies the bookings manager may agree to invoice after the event with payment due within 14 days.

**For one off events over £100.** A payment of 30% of the hire fee will be due on confirmation of the booking and must be received within 7 days of the confirmation. The balance of the hire charge must be paid 30 days prior to the event. In the event of cancellation prior to 30 days before the event any paid monies will be refunded less an administration charge, After 30 days the full hire charge will be due.

For commercial bodies the bookings manager may agree to invoice after the event with payment due within 14 days.

**Block Bookings.** The Bookings Manager has the discretion to agree the payments terms which may range from cash immediately after the individual events to periodic invoices which will be due with 14 days.

The Trust is a charity which depends on income from hall rentals. Late cancellation of events will not be treated sympathetically.

## **22 Use of the Patio**

Music is not allowed on the patio and when loud music is played in the hall the patio door must be closed. The patio door must remain closed after 10.30

## **23 Block Bookings**

Where Block Bookings are made by the hirer, the contract will be considered a rolling contract and the hirer will after the initial contract, only be informed of any changes to the conditions or tariffs. An annual renewal will not be necessary.