Awsworth Village Hall

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Awsworth
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NG16 2QQ

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TERMS AND CONDITIONS OF HIRE

These Terms and Conditions of Hire apply to all bookings of the Village Hall. The Village Hall comprises a Main Hall, kitchen, bar and toilet facilities.
If the Hirer is in any doubt as to the meaning of any of the following terms and conditions of Hire, please contact the manager on the details above.

Definitions

"Premises" shall hereafter include the main hall, the kitchen, bar, the toilets and the foyer.

"Hirer" shall mean an individual or, where the Hirer is an organisation, the authorised representative of the organisation.

"Hire Fee" shall be the total fee for Hire of the Premises and any additional fee for Hire of equipment or services based on the Schedule of Fees and Charges in operation at the time of confirmation of booking or as agreed with the manager.

"Bond" shall be the amount set out in the Schedule of Fees and Charges in operation at the time of confirmation of bookings or as agreed with the manager and shall take the form of cash or cheque payable to Awsworth Village Hall.

Bookings

A Hirer must be aged 21 years or over. Any person making a booking on behalf of someone younger than 21 years old must be aware of the responsibilities for which they will be liable as Hirer. Minimum Hire Period is one hour.
Bookings (subject to availability) will only be confirmed on receipt of the following by the manager at least 5 days prior to the proposed booking:

- A signed copy of the Hirer application form
- 50% non-refundable deposit (if applicable)

Hirer's Responsibilities

1. **Supervision**

The Hirer shall, during the period of Hire, be responsible for:

- Supervision of the Premises and equipment;
- Care of the Premises fabric and contents;
- Ensuring safety from damage however slight or change of any sort;
- Control of access to the Premises, no use of fire exit as a main entrance/exit;
- Proper supervision of vehicular access/egress and car parking arrangements (especially to avoid obstruction of the main road);
- The behaviour of all persons using the Premises (abusive, aggressive and/or violent behaviour will not be tolerated) and;
- The health and safety of all persons using the Premises and its associated equipment and facilities.

The maximum capacity of the Premises which shall not be exceeded is:

- 150 people seated around tables for formal function i.e., weddings etc
- 150 people seated/standing for general functions i.e., birthday parties, anniversaries etc
- 170 people seated in rows i.e., public meeting
- 12 people seated in meeting room

The Village Hall Management Committee will hold a complete inventory which can be inspected at any time by the Hirer, of all known damage; this inventory will also include the equipment, contents, fixtures and fittings of the Premises.

Any spillages or marks on the hall floor must be addressed as soon as possible to prevent serious damage. Skateboards, scooters, rollerblades and the like must not be used inside the Village Hall.

2. Use of Premises

The Hirer shall not use the Premises for any purpose other than that described in the 'Application to Hire' form as signed by the Hirer. The Hirer shall not sub-let or allow the Premises to be used for any unlawful purpose or in any unlawful way, not do anything or bring anything onto the Premises which may endanger or render any insurance cover in respect of the Premises or its use invalid. The Hirer will not allow the consumption of alcohol thereon without written permission and, where necessary, appropriate licencing.

3. Children's Parties

Children's party packages are for a duration of 2 hours, with 30 minutes set up and 30 minutes tidy up for a cost of £85 including the bouncy castle.
The maximum capacity for a children's party is 40 children, with 1 responsible adult on site per 10 children.
The bouncy castle is for children's use only, strictly no adults allowed. The maximum capacity on the bouncy castle at any one time is 6 children.

4. Indemnity & Insurance

The Hirer shall indemnify and keep indemnified the Village Hall and its employees, volunteers, agents and invitees against:

(a) The cost of repair of any damage (including accidental and malicious damage) done to any part of the Premises including the structure thereof or contents of the Premises; and
(b) 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 from the use of the Premises (including the storage of equipment) by the Hirer.
(c) The Hirer shall indemnify accordingly against such liabilities of all claims, losses, damages and costs made against the Village Hall Management Committee, their employees, volunteers, agents or invitees, as a result of any nuisance caused to a third party by the Hire of the Premises.
(d) The Hirer shall be liable to pay The Village Hall for all damage (including accidental damage) and/or loss to the Premises or to the fixtures, fittings, equipment or contents and for any loss of contents. The Hirer shall be liable for all costs due to any third party because of any action or inaction occurring on the Premises during the period of hire.

The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising because of the Hire and on demand shall produce the policy and current receipt or other evidence of cover, to the Manager of the Village Hall.

However, the Hirer may personally accept all the responsibility of the risks as an alternative to taking out suitable insurance by signing the relevant section within the Hiring Application form. (The Premises are insured against any claims arising out of the negligence of the Village Hall or its employees, agents or invitees).

5. Hirer's Equipment and property

The Village Hall accepts no responsibility for any equipment or other property brought on to or left at the Premises, and all liability for loss and/or damage is hereby excluded. All equipment and other property must be removed at the end of each hiring or fees will be charged for each day or part of a day at the relevant Hire Fee until such equipment and/or property is removed.
The Village Hall may, at its discretion, agree to the storing of the Hirer's equipment and/or property in exchange for an appropriate and agreed fee. **Where the Hirer's equipment and/or property is stored without agreement and payment of an agreed storage fee, or beyond an agreed and paid for storage period, the Village Hall reserves the right to dispose of such equipment and/or property 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 such equipment and/or property.**

6. 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 prior written approval of the manager of the Village Hall or representative. Any alterations, fixture or fitting or attachment so approved shall, at the discretion of the Village Hall remain in the Premises at the end of the hiring and become the property of the Village Hall or be removed by the Hirer who must make good to the satisfaction of the Village Hall any damage, however slight, caused to the Premises by such removal.

7. Heating

The Premises shall be adequately heated during the months of October through to April unless adverse weather conditions occur. ***The Hirer is not permitted to tamper with any aspect of the heating system*** and if required should seek assistance from the Village Hall Manager to discuss and implement their requirements. In usual circumstances, there will be no heating on in the Premises during the months of May through to September.

8. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public (whether invitees or otherwise) to the Manager of the Village Hall as soon as possible, as certain types of accident or injury must be reported to the relevant authority. The manager of the Village Hall will give assistance in completing the report in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).
Any failure of the Premises and/or its equipment, fixtures, fittings or contents must also be reported to the manager of the Village Hall as soon as possible.

9. Explosives and flammable substances

The Hirer shall ensure that:
Highly flammable substances are not brought into or used in any part of the Premises and that 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. No table candles (except battery operated) to be used, although we accept the use of cake candles.

10. Means of escape

All means of exit from the Premises must be kept free from obstruction and immediately available for instant free public exit. The emergency exits should not be used as a main entrance by any hirer/user.
The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole time the Premises are occupied.

11. Licencing (Alcohol and Music)

The Village Hall holds a Premises Licence for the provision of certain regulated entertainment on the Premises.
The Village Hall holds a licence to allow the sale or supply of alcohol to be consumed on or off the Premises so long as one of our Designated Premises Supervisors are on site. Prospective Hirers should discuss their requirements with the Village Hall manager upon application.
The Village Hall holds both a PPL (Public Performance Licencing) and PRS (Performing Rights Society) for Music license. The Village Hall are required to licence the Premises for the playing of live and/or recorded music with PRS for Music based on the activities being undertaken.

12. Alcohol Consumption

Only alcohol purchased from Awsworth Village Hall bar to be consumed on the Premises. Awsworth Village Hall Management Committee **FORBID** any Hirer consuming alcohol on the Premises that is not purchased from the bar. Any Hirer found consuming alcohol not purchased from Awsworth Village Hall bar will be asked to leave and may result in the loss of future hire. Failure to do so will result in the police being called.

13. 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.

14. Food Health and Hygiene

The Hirer shall, if preparing, serving, or selling food, ensure that he/she is aware of, observes and is compliant with all relevant Food Health and Hygiene Legislation and Regulations. Proof of certification is required for any food sales on the Premises.

15. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought into the Premises and used there shall be safe and in good working order and used in a safe manner. The Village Hall reserves the right to examine the required certification issued by a competent person or company in respect of the testing of any such electrical appliance or equipment.

16. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the Fire Authority, Local Authority and the Local Magistrates Court or otherwise, particularly regarding any event which includes public dancing or music or other similar public entertainment.
The Hirer shall be the Responsible Person with regards to fire safety and is required to familiarise him/herself with those responsibilities especially with regards to responding to a fire alarm and evacuating the building.
A fire risk assessment for the known hazards has been carried out by the Village Hall. The introduction of a new fire risk by the Hirer, either as a source of ignition e.g. lighting candles, or as new flammable materials e.g. solvents, paper hangings etc must be accompanied by a risk assessment carried out by the Hirer. Awsworth Village Hall Manager to review and approve such risk assessment prior to commencement of Hire.
The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Village Hall Manager.

17. 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 license for film.

18. Compliance with Legislation Designed for the Protection of Children

The Hirer shall ensure that any activities for children comply with all relevant legal provisions and that only fit and proper persons have access to children. (The Hirer will be expected to have made themselves aware of the liabilities under relevant legislation). Children are not permitted in the kitchen area. Disclosure and Barring Service (DBS) check numbers to be supplied as and when requested.

19. Compliance with the Health Legislation and Prohibition of Smoking in Public Places

SMOKING / VAPING IS NOT PERMITTED THROUGHOUT THE PREMISES

The Hirer shall ensure that all persons at the Premises during the period of Hire comply with prohibition of the smoking in public places provisions of relevant Health legislation and regulations made thereunder. Any person who breaches this provision shall be asked to leave the Premises. (The Hirer will be expected to have made themselves aware of the liabilities stated in relevant legislation). Smoking should only be at the front of the building where ashtrays are provided.

20. Dangerous and unsuitable performances

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

21. Animals

The Hirer shall ensure that no animals (including birds) except working guide dogs are brought into the Premises, other than for a special event agreed to by the Village Hall Management Committee. In such circumstances, the event must be indemnified accordingly by the Hirer. No animals whatsoever are to enter the kitchen at any time.

22. Sale of Goods

The Hirer shall, if selling goods on the Premises, comply with relevant Trading legislation and any relevant Code of Practice used in regards of such sales. 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 any discounts offered are based only on Manufacturer's recommended Retail Prices. (The Hirer will be expected to have made themselves aware of the liabilities stated in relevant legislation). The sale of alcohol by Hirer is prohibited at any time.

23. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that 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.

24. Noise

The Hirer shall ensure that the minimum level of noise is made on arrival, during the Hire period and departure, particularly late at night and early in the morning. Hirers must respect the proximity of residents living near to the Premises and noise, especially music, emanating from the Premises during a period of Hire should be reduced to the minimum level suitable for the purpose of Hire.
At the end of Hire, especially late at night, the Hirer must ensure that users leave the Premises quickly and as quietly as possible particularly to voices, loading vehicle doors and engine noise when outside the building.

25. Fly Posting

The Hirer shall make sure that any external posters or advertising boards etc are cleared, tidied and/or removed immediately after the event. The Hirer shall indemnify and keep indemnified each member of the Village Hal'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 local authority.

26. The Right to Enter

The Hirer agrees that any Village Hall representative has the right to enter any part of the Premises at any time during hiring.

27. End of Hire Period

The Hirer is responsible for leaving the Premises in a suitable condition for subsequent Hire or as found i.e. the Premises and surrounding area are left in a clean and tidy condition, and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge.

28. Cancellation

If the Hirer wishes to cancel a confirmed booking more than 7 days before the Hire date no further fee will be due.
If the Hirer wishes to cancel a confirmed booking less than 7 days before the Hire date, the remaining balance will be due. Where the Hire Fee has been paid in full, any overpayment will be returned as above.

The Village Hall reserves the right to cancel any bookings by notice and full refund of any Hire Fee paid to the Hirer in the event of:

a) The Premises being required for use as a Polling Station.
b) The Village Hall reasonably considers that such hiring might lead to a breach of licencing conditions and/or these Terms & Conditions of Hire.
c) The Premises becoming unfit for use intended by the Hirer.
d) The session falls on a bank holiday.
e) For any other reason deemed acceptable by AVHMC.

29. No Rights

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

30. Payments of Hire Fees

Payment can be made by cash or cheque or bank transfer. Cheques should be made payable to "Awsworth Village Hall".

31. Access to restricted areas

The Hirer agrees not to enter or try to enter any areas of the Village Hall that they are not allowed. i.e. cupboards, store rooms etc. Access to these areas is strictly be written permission only.

32. The Work at Height Regulations 2005 Act

No Hirer or member of the public should work at height unless express permission is given. The Management Committee see no reason why anyone should have to work at height and therefore forbid any Hirer or member of the public to do so.

33. Ladders/ Stepladders/ towers etc

The Management Committee own various devices for general maintenance requirements; these devices are solely for the use of authorised Village Hall persons only. Authorised persons must check the condition of the devices before and after every use – if any damage is noticed the committee must be informed immediately and the device(s) must be removed and made unusable. NO member of the public or any hall user is permitted to use any of the ladders.

34. CCTV

External CCTV
Awsworth Village Hall is covered by external CCTV to support the provision of a safe and secure environment for those who own or might Hire, visit or work at the Village Hall and its immediate environment. The system is operated in accordance with a Protocol agreed with Awsworth Parish Council.

Internal CCTV
Awsworth Village Hall is covered by internal CCTV to support the provision of a safe and secure environment for those who own or might Hire, visit or work at the Village Hall and its immediate environment. The system is operated in accordance with a Protocol agreed with Awsworth Village Hall Management Committee.

Any questions regarding the CCTV please speak directly to the Manager

35. Access Arrangements

Manager Natalie Chamberlain 07504556174

Caretaker Derek Balmforth 07899896111

The Village Hall will be opened by the Manager or Caretaker who will meet the Hirer at the Premises at the time of Hire. If the Hirer fails to arrive or make any contact with the Manager within 15 minutes of their allocated session, the Manager reserves the right to cancel Hire and full payment be due. The Manager or Caretaker will open the Premises as necessary, explain any relevant emergency and/or reporting procedures and answer any questions the Hirer may have. The Manager or Caretaker will assist where reasonably possible with setting up the
Premises for Hire, however, the Hirer should be aware that this is primarily their own responsibility and should allow adequate time within the period of Hire for this.
The Manager or Caretaker will generally return 15 minutes before the end of the period of Hire to ensure that the Premises are left in a suitable condition and that the period of Hire ends as scheduled. The Manager or Caretaker will take responsibility for securing the Premises after the Hirer and all users have left the Premises. The Manager or Caretaker will assist with clearing and tidying the Premises where reasonably possible, however, the Hirer should be aware that this is primarily their own responsibility and should allow adequate time within the period of Hire for this.