

CONDITIONS OF HIRE

1. The Hirer will, during the period of the hiring, be “the **Responsible Person**” (unless otherwise identified). They will be responsible for supervision of the premises and in particular safety of attendees of their event (especially the stairs to the stage area), preparation of adequate plans (risk assessment) for emergency evacuation and the care and safety from damage, however slight, of the fabric and contents. The fabric, fittings and contents of the hall must only be used for their proper purposes. The Hirer shall also be responsible for the behaviour of all persons using the premises (inside or outside on Hall land), in whatever capacity, and the supervision of car parking arrangements to ensure that undue obstruction of the highway is avoided and that access to adjoining properties is maintained through both ends of the car park.
2. Any New Hirers will ensure they have attended the “use of the hall” induction meeting required prior to the commencement of the hire. The nominated person will undertake this. A copy of the Induction form must be signed by the Hirer to confirm they have received a full briefing. The copy will be retained by the Hirer, a photographic copy will be retained by the nominated person.
3. New Hirers must be aware of the outline emergency plan and diagram displayed in the main and kitchen lobbies.
4. The Hirer must arrange suitable insurances for his/her activities and any equipment used. Approval is required for the activity / equipment at the time of booking. If you intend to hire a bouncy castle or similar equipment / activities please be aware that:
 - ◆ they are not allowed to be set up in the car park;
 - ◆ the hirer confirms in writing that the equipment is being hired from a bona-fide supplier, the supplier is insured and are an established business;
 - ◆ the hirer has the direct relationship with the supplier of the equipment not the Village Hall Management Committee; and
 - ◆ the Village Hall insurance does not cover the risk of using the equipment
5. The Village Hall Management Committee (VHMC) does not take responsibility for any items introduced to or stored on the premises. For the avoidance of doubt, this includes any alcohol stored overnight in the bar.
6. The Hirer must be aware that there is no telephone on the premises and must bring their own mobile device in case of emergency.
7. The Hirer must ensure that if they bring any equipment to connect to the hall electrical supply that it has been PAT tested by a qualified electrician or visually inspected on a regular basis.

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8. The Hirer (or Responsible Person) must ensure that if the cooking facilities (especially the cooker hob) are being used the activities are supervised at all times. They must not leave the kitchen unattended whilst cooking is taking place. **Children are not allowed in the kitchen at any time.**
9. The Hirer shall not sub-hire the hall. The Hirer should not use the hall for any unlawful purpose or in any unlawful way nor do anything or bring into the hall anything that may endanger the public or the fabric of the building.
10. The Hirer will allow any member of the VHMC (or nominated person) access to the premises at any time during the period of the hire.
11. The Hirer shall be responsible for safe hygiene in the kitchen during the hire period. Food kept in the refrigerator should be stored between 0°C and +5°C (thermometers provided). Food in the freezer should be stored below -18°C (no thermometer provided). The Hirer must follow all directions regarding the fridges and freezer, and they must not be moved in any circumstance.
12. The Hirer shall comply with all conditions and regulations made in respect of the premises or the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise. No toxic, corrosive, flammable or dangerous substances or any naked flames may be brought into the Hall or car park area. The Hirer must comply with the Hall's Heat and Naked Flame policy.
13. The Hirer must ensure that the main foyer doors to the Hall at all times when there are in excess of 50 people at their hire/event.
14. The Hirer shall indemnify the VHMC for the cost of repair of any damage done to any part of the property including the curtilage thereof, or to the contents of the buildings, which may occur because of the hiring. The VHMC reserve the right to impose a bond up to £400, at the time of booking (or later), returnable if no damage is incurred and the premises are returned in the appropriate condition. The cost of any additional cleaning and administrative time will be deducted.
15. For hirers a deposit of 50% is required at the time of booking. If the cost of the hire is less than £100 then payment in full must be made at the time of the booking. Deposits can be varied at the discretion of the VHMC. **Final payment is due 14 days prior to the date of the hire.**

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16. If the Hirer wishes to cancel the booking before the date of hire the following scale of charges will apply:
- ◆ no charge if cancelled 3 months prior to the date of hire
 - ◆ 50% of the charge if cancelled between 3 months and 14 days prior to the date of hire
 - ◆ total hire charge if cancelled 14 days or less prior to the date of hire
17. At the end of the hiring, the **Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition and, in particular, the toilets, kitchen and bar areas. All doors and windows must be properly locked and secured; the disabled door controls must be switched to "off"**. All electrical appliances except the freezer in the storeroom must be turned off and any hall contents temporarily removed from their usual positions must be properly replaced. **Any tables used must be cleaned with anti-bacterial cleaning fluid and out back in their storage area.** If this condition is not met, the VHMC shall be at liberty to make an additional charge or retain all or part of any bond held.
18. The hall does not have a commercial waste contract so any rubbish must be removed completely from the site. There is also no recycling facility so all recyclables (e.g. glass, cans, cardboard) must be separated and taken away for appropriate disposal and not left at the hall.
19. The VHMC reserves the right to cancel any hire for a significant reason. The Hirer shall be entitled to a refund of any deposit (or full payment) already paid.
20. In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired, whatever the cause, the VHMC shall not be liable to the Hirer for any consequential loss or damage.
21. All public areas in the hall are **NO SMOKING**. This includes the use of e-cigarettes / vapes. The Hirer shall be responsible for upholding this law.
22. **Any** alcohol consumption in the hall, either free or charged, requires an Alcohol Licence. The use of the Village Hall licence will only be granted with the personal approval of the Village Hall's Licence Holder. Use of the bar is included within the cost of the licence. The Hirer must comply with all licensing requirements as set by the law and in our Licence form. If using the bar, the approved supervisor has total discretion to open and close the bar in accordance with the hall licence and the law.
23. Crockery and cutlery in the kitchen are included in the hire charge. An additional charge is payable for use of complete matching sets.

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- 24.** The VHMC shall be responsible for ensuring that the relevant Performing Rights Society licence (PRS) is held covering the premises. The hirer shall be responsible for obtaining and holding any Phonographic Performance Limited licence (PPL) which may be required to cover any use of recorded music including radio or television broadcasts and shall indemnify the VHMC in respect of all liabilities and costs arising out of any lack of the appropriate license. If requested the hirer shall supply a copy of the license to the VHMC prior to the commencement of the hire.
- 25.** VHMC does not hold a license for watching, recording or downloading live TV to any device. This includes for example Sky and Netflix. Therefore this is not permitted during any hire.
- 26.** Any club or organisation regularly involved with children or vulnerable adults at risk , other than for hire for private parties arranged for invited friends and family, must have Child/Vulnerable Adult Protection Policies and Procedures in place, which comply with the recommendations of ESCC on child safety. You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide the VHMC with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported. **If you intend hiring an entertainer for your event which children attend you must ensure they have all the required certification under the Disclosure and Barring Service (DBS)**
- 27.** If the Hirer has paid for the Hall's broadband the wi-fi facility must not be used for:
- ◆ accessing, downloading, sending or receiving any data (including images), which the VHMC considers offensive in any way, including sexually explicit, discriminatory, defamatory or libelous material;
 - ◆ making personal gains or conducting a personal business unless agreement is obtained in advance;
 - ◆ gambling purposes;
 - ◆ using the system in a way that could affect its reliability or effectiveness;
 - ◆ downloading copyrighted material such as music media files, film and video files (not an exhaustive list) without the appropriate approval; and
 - ◆ downloading any software unless agreement is obtained in advance

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28. The Hirer **must not** attach any posters, notices, etc. to the main hall walls, wainscot or doors. If the hirer would like to put up celebration decorations they must discuss their requirements with the Booking Secretary.

29. The Hirer **must** take care of the floor surface in the main hall as follows:

- ◆ Any equipment brought into the hall must have appropriate padding to stop scratching;
- ◆ Tables and chairs must be lifted not dragged;
- ◆ Spillages (drinks and water) must be cleaned up as quickly as possible;
- ◆ Any abrasive material such as glass and grit must be removed immediately;
- ◆ Adhesive tape must not be stuck to the floor; and
- ◆ At the end of the hire the floor must be swept using a microfibre broom from the store room

30. Insurance and Indemnity

(i) You are liable for:

a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents

b) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our WiFi service.

c) all claims, losses, damages and costs made against or incurred by us, our Trustees, contractors, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service, and

d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service, and subject to sub-clause 30(ii), you must indemnify us against such liabilities.

(ii) We will take out adequate insurance to insure the liabilities described in sub-clauses 30(i)a) and 30(i)b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 30(i)c) and 30(i)d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

a) any insurance excess incurred and

b) the difference between the amount of the liability and the monies we receive under the insurance policy.

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(iii) Where we do not insure the liabilities described in sub-clauses 30(i)c) and 30(i)d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Booking Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

31. If necessary the Hirer should contact Mike Berry the Hall Treasurer, on **07530 139818** or email **newickvillagehall@gmail.com** to arrange for the collection of the keys for use during the hire period. A deposit of £25 may be required when collecting a set of keys that will be returned when the keys are returned.

Please note that regrettably there is no disabled access to the stage area and committee rooms

**Newick Village Hall, 1-3 Western Road, Newick, East Sussex, BN8 4LE
Registered Charity No. 305287**

DATA PROTECTION PRIVACY STATEMENT

NVHMC uses personal data for the purposes of managing the hall, (booking, invoicing and payment). Data may be retained for up to 7 years for accounts purposes or longer for insurance requirements. If you would like to find out more about how we manage your personal data or want to see a copy of information that we hold about you, please contact the Hall management team at:

newickvillagehall@gmail.com