

# NEEDINGWORTH VILLAGE HALL, OVERCOTE LANE, NEEDINGWORTH

## CONDITIONS AND REGULATIONS FOR HIRE

### 1 DEFINITIONS

The Village Hall is owned by the Parish Council and managed by the Needingworth Village Hall Trustees. The Trust undertakes the management of the Village Hall.

The 'Secretary' as referred to in these conditions is the secretary to the Trust and is the person to whom all correspondence should be addressed, other than routine bookings and cancellations.

The 'Bookings Secretary' is the person appointed by the Trust to undertake the administration of the booking of the Village Hall and to whom all potential hirers should apply for bookings.

The 'hirer' is the person or persons who contracts to hire the Village Hall or part thereof in return for a fee.

The Needingworth Village Hall, hereafter referred to as the 'Village Hall' is the combined building made up of the main hall, its entrance lobby and corridors, toilets, kitchen facilities, bar area, the pavilion and the immediate surroundings (but not the village playing field or its facilities). The bar area is not available for use by Hirers (see condition 4 below)

### 2 USE OF THE HALL

There are three categories of use of the Village Hall

**Community use:** Use of the Village Hall by recognised organisations, clubs and societies based in Holywell and Needingworth.

**Commercial use:** Use of the Village Hall for functions, wedding receptions, polling station etc.

**Free use:** Use of the village hall for which the Trust has decided that no charge is to be levied

**Charges:** The scale of charges for use of the Village Hall is available from the Bookings Secretary.

### 3 TERMS OF LETTING

The main hall and pavilion are the areas that are subject to advance booking. The Pavilion is not available for children's parties. If the hirer requires the use of the kitchen it must be requested at the time of booking. Cooking of unprepared food on the premises is prohibited.

The terms of letting are for the hire period shown on the hire contract.

The times of lettings are reserved with the Bookings Secretary. The hirer has the right to use the parts of the Village Hall which have been booked, vacating the premises within the hire period. All music and dancing must stop by midnight to comply with the provisions of the Premises Licence for the Village Hall. There shall be no undue disturbance caused to residents in the neighbourhood of the hall, the fire doors should not be opened except in emergency. Hirers engaged in sporting activities must wear correct footwear. The hirer is required to leave everything in a clean and tidy condition. Any rubbish accruing from the hirer's activities must be removed from the Village Hall, car park and Playing Field area entirely. Failure to comply with any of these conditions may render the hirer liable to an additional charge.

### 4 INTOXICATING LIQUOR LICENCE

The Village Hall has a Premises Licence for the sale of Intoxicating liquor for consumption on or off the licensed premises. This licence cannot be used by any hirer of part or parts of the Village Hall.

A hirer who wishes the bar to be available during their hire must request this at time of booking. No charge is made for the bar facility but the licensees may decline to provide a bar if the numbers of persons attending the function do not make this facility viable.

It is a condition of the bar facility that **only drinks purchased from the bar may be consumed on or off the premises. Corkage will be charged on any drinks brought on to the premises when the bar facility is available.**

A hirer cancelling a function, where they requested the bar facility, within 10 calendar days of the date of the function may be liable for the cost of losses of bar stock that cannot be sold or returned.

Any hirer wishing to sell intoxicating liquor is responsible for obtaining a T.E.N. (Temporary Events Notice). The hours of bar operation must comply with the provisions of the Licence for the Village Hall and in accordance with the laws. In exceptional circumstances (e.g. New Year's Eve) the hirer may seek permission from the Trust for the hours detailed in the Licence to be extended. Any such request must be made in writing to the Secretary at least three months before the date of the function and a copy of the Temporary Events Notice must be lodged at least 4 weeks before the event.

The permanent bar is NOT available to those hirers selling intoxicating liquor. The hirer shall make their own arrangements as to the location of the temporary bar for their function. As guidance, the persons selling intoxicating liquor must be able to see the area where it is being consumed. Hirers operating their own bar are advised to contact the Secretary in the first instance for advice on this matter.

All costs incurred by the hirer in obtaining a Temporary Events Notice and any costs incurred by the Trust in obtaining extensions to the hours detailed in the licence are the hirer's responsibility.

## 5 PREMISES LICENCE

The Village Hall is licensed for Public Entertainment. The permitted hours for public entertainment and the maximum number of persons allowed to attend are displayed on the notice board.

The hirer shall be a responsible person over the age of 18 years to be in charge of and present upon the premises during the whole time the premises are in use by the hirer. The hirer is responsible for all statutory regulations regarding people under 18 years of age. The hirer is also responsible for providing stewards if there are over 100 persons present; all stewards must be over the age of 18 years. The person in charge shall not be engaged in any duties which will prevent him or her from exercising supervision of the premises and shall be responsible for maintaining good rule and order within and around the immediate area outside the premises during the period of hire.

All items of portable electrical or electronic equipment, including connecting leads, brought on to the premises for use shall have been certified by a competent electrician as safe for use. Proof of such certification shall be available for inspection by any member of the Trust on demand. Failure to produce such certification will prevent the equipment from being used on the premises. The decision of the trustee on this matter is final and binding.

The following are not permitted;

- Liquefied petroleum gas appliances

- No exhibition, demonstration or performance of hypnotism, except with the express permission of the Trust; applications for such consent shall be made to the Trust in writing at least 14 days before the performance.

- Special effects such as smoke capsules, unless approved by the Trust in writing at least 14 days before the first performance.

- A function advertised as a "Race Night" or "Casino". A function including a race night or a casino may be held, but it must be secondary to the main function.

Any hirer wishing a copy of the full details of the Premises Licence may request a copy from the Secretary.

## 6 BOOKING CONFIRMATION

Telephone bookings are acceptable and shall be made to the Bookings Secretary; the signed acceptance and deposit must be returned to the Bookings Secretary within seven days. If the Bookings Secretary does not receive the signed confirmation within the above timescale it will be deemed to be void and the Bookings Secretary has the right to allocate that date and time to another hirer.

The booking shall constitute an offer by the hirer and a contract shall come into existence on the date made if not withdrawn by either party. Regular series bookings are encouraged and will be accepted, subject to availability (see item 17).

7 HIRE COST

Hirers must pay the cost of hire in advance of the hire and within seven days of confirmation of the booking unless waived by the Bookings Secretary. In those circumstances a deposit of 50% of the booking fee shall be applicable.

8 SECURITY DEPOSITS

Private hirers shall pay a returnable security deposit in advance of date of hire. This sum shall be £50.00 for all events (or such sum as the Trust shall in its discretion think fit). In the event of any damage to the Village Hall or its equipment or excessive cleaning requirements the deposit will be retained and utilised towards the cost of repairing the damage or cleaning. If the amount of the deposit is insufficient to cover the cost, the hirer will be responsible for the total cost of the repairs less the deposit already paid. If no damage is caused or excessive cleaning is not required the deposit will be returned in full after the letting.

9 SECURITY GUARDS

The Trust reserves the right to employ Security Guards, at the hirer's expense, whenever it deems this to be necessary. Payment for the Security Guards must be made to the Bookings Secretary not less than 4 weeks in advance of the date of the function. Failure to comply with this provision will result in the function being cancelled and the forfeit of any hire costs and/or deposit(s) paid.

10 BOOKING CANCELLATION

If the hirer is compelled to cancel the booking, the hirer must notify the Bookings Secretary immediately in writing. The Trust will endeavour to re-let and, if successful, the hirer will receive a refund. Any cancellation must be notified at least 4 weeks before the event or forfeit the deposit.

11 MINORS

Bookings from persons under the age of 18 cannot be accepted. The Trust will refuse to accept bookings from any person who appears to be under the age of 18 until they produce proof of age and identity.

12 WARRANTY OF THE VILLAGE HALL AND EQUIPMENT

The hirer is invited to inspect the Village Hall, or those parts of it that the hirer wishes to hire, before booking, by arrangement with the Bookings Secretary. The hirer should verify that all is in good order when the hiring starts. After that, the hirer will be held responsible for any damage and/or loss of Village Hall property. The Trust does not give any warranty as to the fitness of the Village Hall for any purpose.

13 CURTAILMENT

No responsibility will be accepted for loss of time or expenses, which occur as a result of any defect or failure of the property and its equipment or its electrical or other services. Each occurrence of such an event should be reported immediately to the Booking Secretary so that steps can be taken to affect the necessary repairs.

14 ACCIDENTS, FIRE PRECAUTIONS AND INSURANCE

The hirer will have charge of the Village Hall during the period of hire or any extensions of that period. It is the hirer's duty to observe the safe practices are kept at all times. All doors must be kept unobstructed and immediately available for use during the whole time that the hall is under the hirer's control.

The illuminated emergency exits signs must be on at all times. The hirer is responsible for all fire precautions during the period of the hire and must be aware of the actions to be taken in the event of a fire and the location of the fire alarm break glass points and fire extinguishers.

Any and every accident shall be reported as soon as possible after the event to the designated Trustee. The accident book must be completed as soon as possible after any accident. A sample of

the mandatory form and details of who to contact are displayed on the notice board. It is the hirer's responsibility to complete the accident form.

It is the hirer's responsibility to provide a First Aid Kit, which shall be available at all times during the hire. The Trust is not required to provide a First Aid Kit.

The Trust shall not be held responsible for any damage caused to any third party save as a result from their own negligence and hirers should ensure that they have effected all necessary third party liability insurance cover. The Trust will not accept any responsibility for any loss or personal injury caused by the negligence of the hirer.

#### 15 VANDALISM

Any vandalism caused to the premises during the hire period is the responsibility of the hirer. All costs to repair damage will be invoiced to the hirer.

#### 16 RESTRICTIONS ON EQUIPMENT AND NOISE

No electrical appliances other than sound and vision reproduction equipment and low power lighting may be used. Noise must be kept to an acceptable level to avoid any nuisance to adjacent residents, especially when doors and windows are open. The Trust reserves the right to turn off the power in the event of justifiable complaints.

#### 17 AVAILABILITY

All bookings, whether regular series or single events, are made on the understanding that those parts of the Village Hall which have been booked will be placed at the hirer's disposal for the date and times shown. The Trust reserve the right to cancel bookings (giving not less than 14 days' notice) of any regular bookings in order to facilitate special events. The Trust cannot guarantee to provide an alternative venue. If an alternative venue/date is not possible the Trust will return, in full, any payment already made. Bookings cannot be accepted more than 15 months ahead.

#### 18 COMPLAINTS

Any complaints about the management of the Village Hall must be submitted to the Secretary in writing.

#### 19 VEHICLES

All vehicles must be left in the car park areas. The spaces immediately outside the Village Hall, abutting the Pavilion must be left free for vehicles transporting disabled persons. All vehicles and their accessories and contents are left in the environs of the Village Hall at the owner's risk and the Trust shall not be held responsible for any damage that may be incurred to them. All persons attending the function are to be made aware of this.

#### 20 KEYS

Keys to the Village Hall are the property of the Village Hall and may only be used for access to the Village Hall at the times shown on the contract. If the keys are lost or mislaid, notification must be made at once to the Bookings Secretary or the Secretary. Should it be necessary to change the locks and other keys the hirer will be responsible for all costs incurred. Keys must be returned within one hour after the letting otherwise additional hire charges will be levied. Keys must not be duplicated or used for any other purpose than that particular booking.

#### 21 CHANGE OF CONDITIONS

The Trust reserve the right to change the Conditions and Regulations for Hire.

#### 22 SMALL MEETING ROOM

This room is available for meetings of up to 8 people seated. It is not suitable for people with a disability due to limited access.

23 COMPLIANCE

Compliance with these terms and conditions is compulsory and it is part of the contract of hiring the Village hall. Please sign and return the section of this form below as proof of reading and accepting the terms and conditions. Failure to return this section will negate any booking as referred to under section 6. Any non-compliance will be considered by the Trust and may result in any future bookings by the hirer being refused and/or invalidated.

Signed .....*Roy Fountain*

Chairman

Signed .....*Margaret Fountain*

Treasurer/Acting Secretary

**Needingworth Village Hall Management Committee**

**June 2015**

Please complete and return the section below with your deposit (if applicable)

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Function: .....

Date: .....

Start Time ..... Finish Time .....

Bar Hire If you require a bar, please book independently with Roy Fountain on tel. no. 01480 496636 to arrange your requirements.

Hirer's name .....

Address .....

.....

Tel No ..... Mobile .....

.....  
Signed

.....  
Date: