

Naseby Village Hall

& Recreation Ground Management Committee



c/o 17 Newlands • Naseby • Northants • NN6 6DQ • www.nasebyvillagehall.org • Bookings: 0844 5041905

Naseby Village Hall and Recreation Ground

Charity number 308276

Hire Agreement Terms and Conditions and Event Checklist

(February 2016)

Introduction

Naseby Village Hall and Recreation Ground is a registered charity, run and maintained by a Committee of Trustees, for the benefit of the residents of the Parish and its environs. Its use by others is welcomed.

All Hirers and users of any facilities or equipment should familiarize themselves with the contents of this document prior to the hire. Regular users should re-familiarize themselves with this document as it is updated from time to time.

Hire Agreement

The Terms and Conditions of our agreement to hire our premises to you, (the Hire Agreement) are set out in this document. In requesting a booking online, in person, or by email you are agreeing to the Terms and Conditions of this Hire Agreement. Our Booking Clerks confirmation of an online booking, or an oral or email acceptance of a booking completes our acceptance of the Hire Agreement between us. Very occasionally, additional terms will be required depending upon the type of booking. The Bookings Clerk will notify you of these and, should you choose not to accept the additional terms, you can cancel this Hire Agreement with no penalties.

Terms and Conditions

Booking and Keys: Bookings should be made online at www.nasebyvillagehall.org. Hirers must make specific arrangements with the Booking Clerk regarding access to the Hall and securing it after use. The Booking Clerk can be contacted via email at Nasebypope@gmail.com or by telephone on 0844 504 1905

Hire Charges, Payment Terms and Deposits:

The current hire charges (1st April 2015 – 31st March 2016) are as follows:

Facilities	Hire charge for individuals or charities	Hire charge for Affiliated bodies / clubs / societies	Hire charges for commercial organisations by negotiation	Comments
Fairfax meeting room	£8/hr	£6/hr	£12/hr	
Main hall & kitchen	£13/hr	£8/hr	£20/hr	Cleaning/damage deposit of £100 for large events & parties. Extensions from midnight-1am incur an additional £20 charge.
Field - car parking or event on field	£100/day	£100/day	£150/day	Mobile food outlets £50 each
Field - caravans	Min charge £100/night	Min charge £100/night		Or £6.50/night per caravan whichever is the greater
Sports court	£13/hr	£8/hr		£12/yr individual or £35/yr family Naseby Sports Court membership
Whole building	£21/hr £200/whole day	£14/hr £100/whole day	By negotiation	£9/night per caravan
Storage of hirer's equipment	£5 minimum, but actual rate by negotiation, dependent on items	£20/year	By negotiation	
2.5 day wedding package	£500 for non-Naseby residents; £300 for villagers			

Regular users may pay in advance, at the time of use or (by specific agreement at the time of booking), monthly in arrears.

Hire charges also apply to setting up and clearing up time and Hirers must take this into account. Charges for services, utilities, use of tables and chairs use of the carpark are included in the hire rates, other than in exceptional circumstances.

Private Party and large event Hirers must pay a booking deposit of £30 or 10% of the cost of the hire, whichever is the greater, this deposit is due five days after the invoice is issued. The balance must be paid by the date of the event. If the Hirer wishes to cancel the booking before the date of the event and the Village Hall Management Committee is unable to secure a replacement booking, the question of payment or the repayment of the deposit shall be at the discretion of the Committee.

The Village Hall Management Committee reserves the right to refuse a booking without notice or to cancel this hiring agreement either before or during the term of this agreement upon giving 7 days' notice in writing to the Hirer. The Hirer shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as has been paid by the Hirer to the Village Hall Management Committee. The Village Hall Management Committee shall not be liable to make any further payment to the Hirer.

Private bookings and large events must also pay a damage/cleaning deposit of £100. This damage/cleaning deposit must be made by cheque, made payable to Naseby Village Hall Management Committee. It must be given to the Booking Clerk when the keys are collected. The cheque will be held by the Bookings Clerk until the keys are returned and the hall has been inspected for damage, cleanliness, that rubbish has been removed, lighting switched off and all furniture stowed. If the hall is left in a satisfactory condition, the deposit cheque will be destroyed by the Booking Clerk. Any work required to rectify problems left by Hirers will be charged at £15/hour plus materials. This may be charged in addition to the damage / cleaning deposit, if necessary.

Affiliated charging status is open to village-based charitable organisations which pay an annual fee of £25 and are considered by the Village Hall Management Committee to be entitled to have a Representative on the Village Hall Committee. This includes the Parish Council, Naseby School, Naseby School Association and any village charities, societies and sports clubs which are managed by village residents on a not-for-profit basis. Such organisations can apply to the Treasurer for preferential affiliated charging status. A representative of each affiliated group must attend at least one Naseby Village Hall Management Committee meeting each year, to maintain the group's preferential charging status.

Idiosyncrasies of our hall: The hall was designed primarily for indoor sports and similar recreational activities. As a result, the adverse acoustic characteristics of the hall must be considered when talks, presentations, lectures and social events are planned.

Similarly the limitations of the heating system, with its very slow heat build-up, needs to be factored-in, particularly for social events planned during the cold winter months. In periods of severe cold weather the heating system will be activated well in advance of the commencement of the booking. The hirer will need to turn up all the thermostats in the hall and meeting room to the desired temperature. The thermostats must be turned down to 16°C on departure. The heating is programmed each Sunday night for the next week's bookings. Therefore if the booking is at short notice, and has not been confirmed by email before 8pm on the Sunday before, then there will be no heating on in the hall. To arrange for someone to go and reprogramme the heating for the booking, please text the date and time of the event to 07884 345551.

Our electricity costs are excessive and, therefore, the external footpath and car park lighting is only to be operated when conditions require its operation. The on/off switch for the external lighting is located in the entrance hall above the under-stairs cupboard door. This lighting **must** be switched-off after use.

Kitchen: The hall is run by the Trustees as a registered charity, not as a commercial enterprise and it is not licensed as a food business. Please bear in mind that the kitchen facilities and environmental standards reflect this. The working area, fridge, cookers etc., provided for use in the kitchen are not designed for large-scale, on-site food storage, chilling / freezing or cooking. Providing hot food for large social events will therefore entail timely planning, together with adapted arrangements to ensure a successful outcome for the event. The Booking Clerk can advise on the best solutions. Due regard to health and safety and hygiene must be observed when using any of the equipment and facilities provided within the kitchen area. A Food Hygiene and Health and Safety information sheet can be found in the kitchen. All of the cooking equipment must be switched-off after use. **All unused food and/or waste should be removed hygienically from all areas of the hall and kitchen on departure.**

Cleanliness: Setting up chairs and tables and clearing them away afterwards is the responsibility of the Hirer. Furniture must not be dragged across the floor. The Hall is to be left clean and tidy after use. Any damage, breakage or loss is to be reported to the Booking Clerk immediately. Deposits may be used to defray such replacement or repair costs.

Every effort is made to keep hygiene standards to an acceptable level but given the varied day to day usage of the indoor facilities, and the lack of on-site cleaners, there may be occasions when Hirers will need to use the cleaning equipment provided, before their event commences. For large social events, Hirers are advised to make timely cleanliness checks, well in advance of the commencement of their event. Cleaning equipment, toilet rolls and other supplies can usually be found in the cupboard under the sink in the kitchen and in the corridor behind the main hall. Hirers may wish to consider an extra cost commercial "super clean" to meet any concerns or special requirements.

Decorating the hall: The Hall and its fixtures and fittings are not to be modified and loose property is not to be removed or used for a purpose other than intended. No new fixtures or fittings are to be installed without the specific consent of the Bookings Clerk. Blue tack and white tack may be used to affix things to the walls and the hooks in the picture rail used to hang light items such as bunting etc but no staples or nails may be used on the walls or woodwork.

Noise: Those attending events at the Hall are required to leave quietly, showing due respect for the Hall's neighbours, particularly at night. Car doors banging, loud talk and rowdy behaviour in the car/caravan parking areas, are very disturbing to nearby residents, who may well report problems to the Local Community Police for action

Storage: Those regular users granted storage space within the Hall are to return all their resources to the agreed area at the end of their session and store them in a safe manner that does not create a hazard to other users. Insurance of any items so stored is the responsibility of the user.

Animals: The Hirer shall ensure that no birds or animals other than guide dogs are brought into the hall, except for a special event agreed to by the Booking Clerk. No animals whatsoever are to enter the kitchen at any time. Dogs are permitted on the Recreation Ground but not in the children's play area. They should be kept on a lead or under control and their waste must be picked up and disposed of in the bins provided for the purpose. Dogs must not be allowed to foul on the Sports pitches.

Health and Safety: The Committee maintains a Health & Safety Policy together with a basic Risk Assessment for the premises. These documents are available in the Hall in the Village Hall Handbook and online at www.nasebyvillagehall.org. Hirers must conduct a Risk Assessment for their specific event and have a duty to mitigate all risks identified in their planning. Whilst on the premises, all children must be fully supervised by an adult. Care must be taken if candles, paper streamers, and matches are used and Hirers must act promptly if any dangerous usage or acts are observed. The Hirer shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner. Where a residual circuit breaker is needed, the Hirer must make use of it in the interests of public safety. Hirers must take sensible H&S precautions when using any of the fixed or portable electrical equipment provided or any portable electrical or other equipment they have brought into the hall. **Circuits must not be overloaded.** The use of trailing electrical leads, present a safety hazard and should be avoided or properly managed. Spillages must be cleaned-up immediately.

Fire safety: Fire safety equipment is not to be interfered with or moved except for its intended purpose in an emergency. Notices, signs and emergency lighting are not to be interfered with or obscured. Fire doors must not be wedged open. Fire instructions are displayed in the Hall, together with a plan of the premises and the fire exit routes.

The permitted capacity is as follows:

Main Hall:	Seated: 120	Standing: 150
Meeting Room:	Seated: 20	Standing: 40

It is the Hirer's duty to be familiar with the Fire Safety Risk Assessment which is available online and in the hall, to be familiar with the exit routes available, and to adhere to the Fire Instructions. It is a requirement for the Hirer to arrange the delivery of a briefing for those attending and to keeping fire exits clear during the event or activity.

While all fire exit routes are available to those with reasonable mobility, wheelchair users, in particular, should be alerted to use the main entrance if possible. Hirers organising activities or functions attended by the infirm are advised to nominate able-bodied persons to assist individuals in the case of fire evacuation. Wheelchair Users/Disabled persons should not use the Upstairs Meeting Room and must be assisted, as necessary, at all times. In the event of a fire, a verbal alarm should be raised; and the hirer's designated fire marshal/s must ensure that everyone is assisted as necessary, and accounted for. The hall should be immediately evacuated, in an orderly manner, using the appropriate fire exits and the Fire Service called. Fire assembly points should be located **in the car park** (or in the field, depending on the circumstances)

Alcohol: No alcohol may be consumed on the Premises, regardless of whether the alcohol is sold or provided free of charge, unless the Hirer has applied for, and has been granted permission by the Booking Clerk. Where such permission is granted, it is the duty of the Hirer to nominate a responsible person to stay sober in order to assist in the case of emergencies (e.g. fire evacuation). If agreed, an application for the consumption of alcohol and/or an extension for entertainment to continue after 11-00pm must be made via a Temporary Event Notice (TEN). **The hirer must confirm to the Booking Clerk that a TEN has been obtained from the local licencing authority, prior to the commencement of any agreed event. The TEN must be available for inspection on-site, throughout the event.** (TEN applications for Daventry District are administered by the Northants Licensing Partnership, for details go to www.northantslicensing.gov.uk or www.east-northamptonshire.gov.uk/licensing)

The following responsibilities apply to all those selling alcohol:

- No alcohol is to be sold or delivered to anyone less than 18 years of age (a PASS proof of age card, photo driving licence or passport can be accepted as proof of age. A soft or non-alcoholic drink may be provided, **not** a low alcohol drink).
- No alcohol is to be sold to anyone who appears to be drunk or who is buying for someone who appears drunk.
- No alcohol is to be sold after 11pm. Drunk and disorderly behaviour must not be permitted. (If someone refuses to leave when asked politely to do so, then warn them that they are committing a criminal offence. If they still refuse to leave, call the police for assistance. Do not attempt to remove them, for safety reasons).

Smuggled goods must not be sold or kept on the premises. Note that the maximum penalty for breaking the law in these respects is a fine of £20,000 or 6 months in jail. Anyone attempting to purchase alcohol who is under 18, buying for someone under 18 or who is drunk buying, or buying for a drunk, is also guilty of an offence.

Late evening events: The Hall's Premises/Entertainment licence is only valid up to 11.00pm. The hall must be cleared of all attendees by 11.30pm. Only those clearing up the hall should be present after 11.30 and the Hall must be vacated by midnight. Failure to comply will result in loss of deposit and possible police action. See section above relating to extending events beyond 11pm.

Litter/Waste: All litter must be binned or taken home. Please use the two large black waste bins located at the side of the hall. If all of the bins are full, please take all litter home for disposal. **As a fire safety precaution nothing should be left close to any of the bins. Recyclables such as cardboard cans and glass must always be taken home. Only rubbish for landfill should go in the black bins.**

Performance Rights & Phonographic Performance License: The Committee purchases an annual licence from the Performing Rights Society Phonographic Performance (PRS/PPL) for incidental music and/or other media-based entertainments and the like in the Hall. Hirers representing regular use leisure groups should satisfy themselves as to whether a separate PPL licence is required for their activity and, if so, are responsible for licensing their activity appropriately. Guidance on this licence can be obtained by contacting PPL on 0207 543 1000.

Insurance: The Committee maintains building, contents and liability insurance to reasonably discharge its duties regarding its own responsibilities and activities. The Certificate of Insurance is on display in the Hall. Hirers may view a copy of the policy on request. This insurance may not provide adequate or even any suitable cover for Hirers and their event or activity. Hirers are urged to consider, and obtain if appropriate, their own insurance to underwrite their event or activity, to cover any property brought to the Hall, and to discharge their own liability towards others involved in or affected by their event or activity.

First Aid: A First Aid box is situated in the kitchen and in the upstairs meeting room. Ensure that all accidents and incidents, whether requiring First Aid or not, are recorded on the Accident / Incident Forms which are in the Hall Handbook in the lobby. The completed form should be given to the Booking Clerk.

Smoking: In accordance with the Law, smoking is not permitted anywhere within the Hall. Smoking is permitted in the car park, with due discretion and regard to the Hall's neighbours, provided that butts are disposed of responsibly in the bin provided. Smokers are to move clear of manoeuvring cars.

Young and Vulnerable People: Events where children, young and vulnerable people are present must conform to the Law. Hirers must ensure that there is appropriate supervision and that supervisors are properly accredited. Hirers must ensure that young and vulnerable people are protected from alcohol abuse.

Drugs and Substance Abuse: Drugs and substances that can be abused are not permitted on the Hall premises and Hirers are responsible for appropriate supervision of their event to ensure that drugs and illegal substances are not available. If the hirer suspects that anyone is taking or supplying drugs, he/she must inform the police.

Unsupervised Item: Items left in the premises overnight or unsupervised by day, remain the responsibility of the Hirer.

Flammable & Toxic Material: No explosive, flammable, toxic, hazardous or infectious materials are to be brought onto the premises. Smoke bombs are not permitted.

Children's play area, skate ramp and basketball court: All users must abide by the Naseby Parish Council's conditions of use notice board, posted by the play area entrance gate. The Children's play equipment must not be abused by teenagers or young adults. Any breaches of required behaviour which are observed should be reported to the Local Community Police.

Sports Court: All Hirers/users of the Sports Court must abide by these Terms and Conditions, and also abide by the usage instructions posted on the sports court entrance gate. Hirers must take sensible health and safety precautions when using any of the fixed or portable equipment provided.

Camping/Camp-Outs: No unauthorised camping/camp-outs are allowed under any circumstances. All breaches will be reported to the Community Police Officers for immediate action.

Car parking on the field for large events: If the field is very wet and/or boggy, access and usage of the field for car parking may not be possible, so please liaise closely with the Bookings Clerk during periods of bad weather. The hall car park is only available for use by prior arrangement with the Bookings Clerk. Cars must be parked in the far corner on the eastern side of the field, away from the sports-court, football and rounders' pitches. The grassed area nearest the hall and the playground must not be used for any parking whatsoever. Please refer to the site plan below.

Designated caravan and tow car parking area: If the field is very wet and/or boggy, access and usage by caravans/tow cars may not be possible, so please liaise closely with the Bookings Clerk during periods of bad weather. Please site caravans and tow cars in the far corner on the eastern side of the field, away from the hall, sports-court, and the football and rounders pitches. Please access the designated Caravan Parking Area from around the field perimeter at all times. Please ONLY use the designated Caravan Parking Area. The grassed area, nearest the hall and the playground, also gets very boggy and must be avoided. Generators must not be used overnight. A site plan showing the caravan parking area, water tap location, and Elsan points, follows below:-



Other conditions: The Hirer of the premises must be over 18 years of age and, if unknown to the Committee, may be required to establish their bona fides. When an event is organised on behalf of a person who is under 18, a responsible adult must assume control for the event and be present at all times.

The Hirer is wholly responsible for the appropriate and legal conduct of their event or activity and for the enforcing of the provisions of this Hire Agreement and any additional requirements as may apply in Law.

The Village Hall Management Committee are authorised, and have a duty, to close the hall and terminate an event if they have reason to believe that the Law, or the Terms and Conditions of the Hire Agreement have been or are being broken.

The Hirer will, during the period of the hiring, be responsible for supervising the premises, the fabric and the contents; their care, safety from damage or change of any sort (however slight); and the behavior of all persons using the premises whatever their capacity. This includes the proper supervision of the car parking arrangements so as to avoid obstruction.

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.

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

The Hirer shall indemnify the Village Hall Management Committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.

The Hirer shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Premises.

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. In particular, 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 that any discounts offered are based only on manufacturer's Recommended Retail Prices.

In the event of the hall or recreation ground or any part thereof being rendered unfit for the use for which it has been hired, the Village Hall Management Committee shall not be liable to the Hirer for any resulting loss or damage.

The Village Hall Management Committee are authorised, and have a duty, to close the hall and terminate an event if they have reason to believe that the Law, or the Terms and Conditions of the Hire Agreement have been or are being broken.