

# NEWPORT VILLAGE HALL TERMS OF HIRE

Update: 1 May 2023

All hires at Newport Village Hall are subject to our hire agreement terms. We operate two types of hire:

- 1) Ongoing Hire Period
- 2) One-Off Hire Period

For all Ongoing Hire Period hires please note that a separate terms of engagement letter will be issued which will supersede any terms set out below if applicable.

### HIRE PERIOD

The Hirer shall have use of the following hire spaces at the premises for their hire period only as agreed during the booking. The Hirer shall only use the space(s) denoted in this agreement.

The hire is only confirmed once a booking confirmation is sent and payment for the hire is received.

## **GET IN AND GET OUT TIMES**

Each hire allows for 15 minutes get-in and 15 minutes get-out time. Should any additional time be required this must be booked as part of the hire otherwise it shall be charged additionally.

The Hirer must ensure that the space hired is left as they found it and adhere to the **Post Hire Checklist**.

Using the premises for longer than the allotted hire period including the additional get-in and get-out time or not adhering to the **Post Hire Checklist** will be seen as a breach of this agreement and chargeable at the following rate:

Additional Time - Charged pro-rata at the existing hire charge

Post Hire Check List Fail - £50

## **CHARGES & PAYMENT**



All our hire charges can be found here.

Payment is due in full to confirm a hire.

### **CANCELLATIONS**

# **Cancellation by The Hirer**

Should the Hirer wish to cancel a hire 1 months' notice must be provided to the Business Manager via email or telephone.

Should a cancellation not be communicated within 1 month the full hire charge will be levied. In extraordinary circumstances charges may be waived however this is at the behest of the Management Committee. Any requests to waive this fee should be requested directly to the Chairman via email or telephone.

## **Cancellation by The Venue**

Should the Venue cancel a hire there will be a full return of the hire charge for those date(s) cancelled.

The Venue reserves the right to cancel or amend any hire without notice due to extraordinary circumstances such as damage or vandalism, the requirement for major repairs, the calling of a local or general election or meetings called by the Newport Parish Council or other local authority.

In any event of cancellation, the Venue accepts no responsibility for any expenditure or loss incurred due to a cancellation.

## **INSURANCE COVER**

The Venue holds Public Liability Insurance however this does not cover the use of the following:

Bouncy Castle and other inflatable items

# **LICENCES**

The Venue holds a Premises Licence that permits:

- Performance of plays or dancing
- Showing films
- Indoor sporting fixtures



- Performance of live music
- Playing pre-recorded music and associated activities, such as dances or discos.
- Sale and distribution of alcohol

The Venue does not hold a Basic Food Hygiene Certificate for use by hirers. Where food or drink is to be supplied to the public the Hirer or caterer must hold a Basic Food Hygiene Certificate. The Hirer must provide proof of a Basic Food Hygiene Certificate prior to the commencement of this agreement.

The Hirer shall not apply for a Temporary Event Notice (TENS) without the written permission of the Venue.

#### PREMISES CAPACITY

Any activity carried out by the Hirer as part of this agreement shall not exceed the capacity of the premises:

Seated - 80

Standing - 120

#### **KEYS AND ACCESS TO THE BUILDING**

The Hirer shall access keys from the key box at the front of the building. No keys will be issued to any hirers for longer than the duration of their hire.

The key gives access to all areas of the building and the car park gate. The key will also open windows should this be required, all windows must be closed at the end of a hire

Should The Hirer not return the key to the key box after their hire period has finished a charge of £50 will be levied.

## **PARKING**

The Hirer has full use of the car park for the duration of the hire period.

The car park is limited to 25 spaces. Any overflow can park in the unrestricted areas on Station Road, or in the nearby railway station car park but parking will be subject to charges by a third party.



#### KITCHEN AND EQUIPMENT

## **Equipment Use**

Should the Hirer use temporary electrical equipment it must be protected at source by a residual current device of 30mA sensitivity confirming with British Standard 4293. All equipment used shall be PAT tested before use.

The Hirer shall not put up any decorations that might damage the walls or ceilings including but not limited to pins, sticky tape and Blu Tack.

The use of stage curtains is not included in this agreement and are the property of a third party.

There is no storage included in this hire and all equipment should be removed from the venue by the Hirer at the end of each hire period unless previously agreed with the Management Team.

#### Kitchen Use

The use of the kitchen is included in the hire charge. The water urns and oven should be switched off before leaving. Rodent deterrent switches should be left on at all times.

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

## **EXCLUDED ACTIVITIES**

The Hirer shall not sub-hire or use or allow the premises to be used for:

- Political rallies or demonstrations.
- Purposes which are illegal i.e., be they forbidden by law or unauthorised by official or accepted rules.
- Functions attended by people whose presence may cause civil unrest or division within the community.
- An organisation or individual which has been banned by law.
- To do anything or bring on to the premises anything which may invalidate any insurance policies.



The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at absolute discretion of the Venue) are displayed or offered for sale on any part of the premises.

#### **HEALTH AND SAFETY**

Responsibility for Health & Safety rests with everybody using the premises. The Venue accepts no liability in this respect over and above the statutory Health & Safety standards that have been complied with.

The Hirer shall ensure they are familiar with the:

- fire alarm points
- fire evacuation procedures, routes, refuge point and assembly point
- location of telephone
- location of first aid kit
- location of the accident reporting book

#### The Hirer shall:

- ensure clear and unobstructed access and regress is maintained to all emergency exits on the premises.
- ensure fire doors on the premises are not propped or left open at any time
- familiarise visitors with the position of fire alarm points, fire evacuation routes, fire refuge points and the fire assembly point.

The Hirer will ensure that no parking is permitted at the emergency exits to the premises, or on the forecourt of the premises.

The Hirer will ensure there is a no smoking or vaping in the venue.

The Hirer is responsible for ensuring that the premises are vacated immediately and that the required emergency services are called. The Hirer shall inform the Chairman and/or the Business Manager of any emergency at the earliest possible time.

## **NUISANCE**

The Hirer must not do or allow anyone attending their hiring to do anything on the premises which is or may become a nuisance to the Venue or other hirers or to the occupiers of adjoining or neighbouring premises/homes.



The Hirer shall be responsible for ensuring any person causing a nuisance leaves the premises with immediate effect.

#### **CARE OF VENUE AND EQUIPMENT**

The Hirer shall ensure no damage is caused or permitted to be caused to the premises or any equipment or fittings during the period of hire.

The Hirer shall be responsible for any damage caused or permitted to be caused to the premises or any equipment or fittings during the period of hire.

#### **LOSS OR DAMAGE**

The Venue shall not be liable for any death, injury, loss or damage caused to the Hirer, persons using the premises and/or to their property except for death or personal injury or damage to property caused by negligence on the behalf of The Venue or its employees; or any matter in respect of which it would be unlawful for The Venue to exclude or restrict liability.

## **BOOKINGS INVOLVING CHILDREN**

The Hirer shall ensure that where an event involves activities aimed predominantly at children, that they have appropriate child protection policies and procedures in place.

All members of staff at the Venue have full enhanced DBS checks.

### **GDPR & DATA PROTECTION**

The Venue only collects and stores limited information such as name, address, email address, phone number, organisation, that is necessary for correspondence, information and service provision. The Venue will only keep data for the purpose it was collected and only as long as necessary, after which it will be deleted. We will not share or provide your information to any other third party.

The Data Protection Officer is:

Clive Edwards (Chairman)



# **GENERAL TERMS**

The Venue may from time to time amend or add to this agreement in writing.

The Hirer shall ensure that their hire complies with all relevant legislation and regulations.

No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.