

# NEWINGTON VILLAGE HALL

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Registered Charity 1020925

## CONDITIONS OF HIRE

(updated January 2016)

The information provided on this form and that provided on the Booking Form and Booking Confirmation form shall all constitute the “Conditions of Hire.”

1. All applications for the hire of the Hall must be in writing on the Booking Form provided and given to the Booking Secretary. The person who signs the Booking Form shall be considered the Hirer. Where a promoting organisation is named with the signatory, they shall also be considered the hirer and shall be jointly and severally liable.

2. The Hirer (or a person designated by the Hirer and made known to the Booking Secretary) must be present at the start of Hire to receive the End of Hire instructions and any keys needed. The Hirer shall be responsible for meeting the conditions of hire, even if the Hirer has designated another person to clean and close up the Hall at the end of the hire.

3. The hire begins at the start time designated on the Booking Form and ends when the Hirer closes up the Hall when vacating the premises. The hire of the Hall does not entitle the Hirer to use or enter the premises at any other time other than the hours for which the Hall is hired. Any time required for setting up an event and for cleaning up afterward must be included in the hours of hire designated on the Booking Form. If the clean-up time runs past the end time designated on the Booking Form, the Committee may charge for the additional time at the same rate of the hire, and withhold a portion of the deposit for this purpose. If the clean-up time adversely impacts the start time of the next booking, further fees may be withheld to compensate for delay or cancellation of the subsequent booking/s.

4. Deposit monies must be paid at the time of the application and no engagement will be firmly booked until deposits have been received. The deposit is separate from the hire fees and will be banked and held up to two weeks after completion of the hire. The deposit will be returned by cheque payable to the person who signed the deposit cheque, or if the deposit was paid in cash, by cheque payable to the Hirer or to a third person designated by the Hirer. The deposit fees shall be those laid down by the Hall Management Committee (HMC). Variations or exceptions to the deposit fees may only be made by approval of the HMC.

5. The hiring fees shall be those laid down by the HMC. The standard fees as determined by the HMC shall apply unless the applicant presents proof of residency in the village of Newington. The hire fees are set forth annually in the document “Hire Charges” and are posted on the Hall’s website. Hire fees are to be paid at least 14 days before the engagement, unless other arrangements have been made with the Booking Secretary. Variations or exceptions to the hire fees may only be made by approval of the HMC.

5a. Hire fees and deposits greater than £150 must be made by cheque.

6. In the event of cancellation, the deposit monies will only be refunded if the Hall is rebooked for that date. The policy of the Hall is to attempt reasonable accommodation by allowing the Hirer to rebook for another date if possible.

7. The Hall HMC may refuse any application for the hire of the Hall without stating a reason.

7a. The HMC will not accept any application for teenage parties. A teenage party is any party in which the majority of attendees will be between and including the ages of 13 and 21, or any party the purpose of which is to celebrate the birthday of the same ages. The HMC may be petitioned for an exception to this policy provided such a petition is in the hands of the HMC in time for consideration at a regular meeting of the HMC prior to the date of the proposed hire.

8. Alcoholic drinks may not be served or sold on the premises unless the Licensing Requirements have been met. See the Licensing Requirements form. No alcohol may be sold OR SERVED to persons under the age of 18. Violation of this requirement may result in the deposit monies being withheld, regardless of any actual damage to the Hall. Any sale of alcohol (including events where alcohol is included in the ticketing price for an event) requires the permission of the Designated Premises Supervisor, the Newington Village Hall Management Committee, who monitor all bars and alcohol sales in the Village Hall. Sale of alcohol must be conducted by a licensed publican or under the requirements of a Temporary Events Notice. No events may be advertised stating the availability of alcoholic drinks, free or otherwise, without prior permission. The consumption of alcohol served or sold at the Hall must remain within the Hall itself, and not take place in the car park, on the verges, or on neighbouring property.

8a. No alcohol may be served, sold, or consumed by anyone on the premises during hire for the purpose of parties or activities for children or youths under the age of 21. During all such parties or activities, an appropriate level of adult supervision is required at all times.

8b. No alcohol is to be served, sold, or consumed by anyone under the age of 16 under any circumstances.

8c. Evidence of violation of this policy may result in all or some portion of the booking deposit being withheld.

9. Cooking will only be permitted in the kitchen area. Gas cylinders or open flames are not to be used on the premises. No naked flames are allowed in the hall.

9a. Professional Caterers may be allowed to use chafing dishes with small paraffin burners or small gas cylinders ONLY after providing proof of Public Liability Insurance (a copy to be provided) and discussing safety precautions with the Booking Secretary, who must be satisfied with the arrangements.

9b. Smoke machines are not allowed.

10. All the conditions attached to the Music and Dancing Licence for the Hall shall be duly observed. A copy of this Licence may be seen on application to the HMC and the Hirer shall be deemed to have had notice of all such conditions. All music must cease at 11.45pm on Fridays and Saturdays and at 11.00pm on all other days and the Hall must be vacated within 30 minutes of these times. The HMC's Licence does not cover performances of Ballet, Opera, Choral Works, etc. The Hirer is responsible for obtaining the requisite Performing Rights Society Licence and this must be shown to the HMC.

11. The hire of any individual room in the Hall does not entitle the Hirer to the exclusive use of the entire Hall. If the Hirer wants to have exclusive control over the entire Hall, the Hirer must hire the full Hall. Likewise, the kitchen is available for shared use by all hirers using the hall at a given time. The hire of any individual room in the Hall does not entitle to the

Hirer to the use of the tables and chairs located in any other room. If the Hirer wishes to use additional tables and chairs, the Hirer may be required to hire the additional room/s.

12. Any Hirer with concerns regarding safeguarding children or vulnerable persons should raise them with the Booking Secretary before booking, as other rooms may be hired to other hirers.

13. The Hirer shall not sub-let the hall or any part thereof.

14. All advertising of events is subject to the approval of the HMC, via the Booking Secretary. Advertising includes posters, newspaper inserts, magazine inserts, tickets, radio and television announcements, etc., and through social media (i.e., Facebook, Twitter, etc.).

15. The Hirer is responsible for all damage to the Hall and to any property in the Hall that occurs during the period of the hire or while persons are entering or leaving the Hall pursuant to the hire however and by whomever caused. The Hirer is likewise responsible for any damage done to neighboring property, including cars parked in the car park.

16. The Owner of the hall shall not be responsible for any loss or damage to any property arising out the hiring nor for any loss, damage or injury which may be incurred by or be done or happen to any person or persons resorting to the Hall during the hiring arising from any cause whatsoever. The Owner shall not be responsible for any loss due to any breakdown of machinery, failure or supply of electricity, leakage or water, fire, government restriction or act of God which may cause the Hall to be temporarily closed or the hiring be interrupted or cancelled. The Hirer shall indemnify the Owner against any claim which may arise out of the hiring or which may be made by any person resorting to the hall during the hiring in respect of any loss, damage or injury.

17. The right of entry of the Hall is reserved to the HMC and any other agent of the Owner and any Police Officer or other public safety officer at any time during the hiring.

18. The Hirer shall be responsible that good order is kept in the Hall during the hiring. The HMC may, if it thinks fit, charge the Hirer for any extra expense it may incur for engaging the police to preserve order to, during or after any engagement or meeting in the Hall. At all times the Hirer will take reasonable care to ensure that the occupants of neighbouring properties are not inconvenienced.

19. The HMC or its representative reserves the right to put a stop to any entertainment or meeting not properly conducted. Orders given by any Police Officer or other public safety officer are deemed to be those of the HMC.

20. Fixings are provided in the Hall along the walls. No further fixings shall be driven into any part of the hall to hold placards or other items.

20a. Nothing is to be affixed to the floor or walls with adhesive, temporary or otherwise. Tap shoes are not allowed to be used in the hall or on the stage without special provisions being made with the approval of the HMC.

21. The Hirer shall, at the end of the period of hire, leave the Hall in a clean and orderly state and ALL bottles, cans, waste paper, food debris and any other rubbish MUST be cleared from the Hall and suitably disposed of by the Hirer off the premises, which include the immediate environs external to the Hall (i.e., the car park, verges, public footpath, drive, and neighbouring properties). The deposit monies will ONLY be refunded if the hall is left in an

acceptably clean condition. Removal of rubbish will be charged out of the deposit moneys at £5 per bin bag even if the rubbish left on the premises is already bagged by the hirer.

21a. Rubbish left in the car park or other immediate environs, will be considered as fly tipping by Swale Borough Council and prosecuted as such.

21b. Spills on the floor should be spot-cleaned only, and wiped dry with a cloth. The Hirer should NOT mop the floors, as this can be damaging to the finish on the floors. The Caretaker has appropriate equipment and materials for cleaning the floor.

21c. The oven/cooker, if it is used, should be cleaned to the condition it was in at the start of the hire.

22. Property of the Hirer and the Hirer's agent must be removed from the Hall property by 30 minutes after the end of the hire period or fees will be charged for each hour or part thereof until it is removed. The HMC accepts no responsibility for any property left on the premises after the hiring. In the case of bazaars, jumble sales and any other occasion when property is brought onto the premises for sale, all property remaining at the end of the hire period will be considered the property of the Hirer for the purpose of the condition.

23. No flags, emblems or other decorations shall be displayed outside any part of the Hall without the prior consent of the HMC. The Hirer shall remove any flag, emblem or other decoration displayed inside the Hall if, in the opinion of the HMC or its representative, it is considered unseemly, exposes the Hall to an undue risk of fire, or could lead to a disturbance or breach of the peace.

24. No exits may be blocked, chairs or obstructions placed in corridors, or fire appliances removed or tampered with.

25. No additional lights or extension from the existing light fittings shall be used without the prior consent of the HMC.

26. Any show involving the use of scenery or the like on stage is subject to the inspection and approval 14 days prior to the event by the Local Authority and Fire Brigade. Evidence of such approval must be seen by the HMC.

27. No part of the Hall shall be used for the sale of carpets, furniture or real property by auction or other side without the consent of the HMC.

28. The maximum number of persons allowed in the Hall at any one time by the Local Authority is 200 closely seated, 200 dancing, 184 seated at tables, 166 dancing and seated, 100 exhibitions.

29. The emergency lighting system including exits from the hall is to be switched on at all times the hall is in use. The three switches for these are located under the alarm system and above the switches for the lights, in the utility closet by the front entrance.

30. The HMC provides a minimal First Aid kit for general use in the kitchen. Any use of the kit should be noted in the Accident Report log. Logged use of the kit is not charged, however failure to report the use of the kit in the log may result in fees being charged to replace the materials used. The HMC recommends that groups hiring the Hall assess their own health and safety requirements and bring their own first aid supplies.