

NLVH Terms & Conditions

Hire period

Set up and clear up time this needs to be included within your booking time. For example an event from 10am until 12noon would need to be hired from, perhaps, 9.30am and would end at 12.30pm

Evening bookings

Evening bookings will be deemed to start after 6pm when an evening rate of rental will be charged.

Evening functions must be completed by 11.00 pm

Rules and conditions of hire; -

For the purposes of these conditions, the term hirer shall mean an individual hirer (who must be over 18 years) or, where the hirer is an organisation, the authorised representative. The Hall or the premises shall refer to Norton Lindsey Village Hall. If the hirer is in any doubt as to the meaning of the following, the Booking Clerk should be consulted.

1. Fire regulations require that all exits must remain clear at all times. **THERE MUST BE NO SMOKING WITHIN THE BUILDING.**

The hirer agrees to abide by the **NO SMOKING** policy within the building. **SMOKE AND DRY ICE MACHINES** are **NOT** permitted on the premises as these can set off the fire alarm. **BRINGING IN SAND, WEARING TAP SHOES AND BALL GAMES** are also **NOT** permitted.

2. The hirer will, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents; their care, safety from damage however slight; or change of any sort and the behaviour of all persons using the premises whatever their capacity: including proper supervision of car parking arrangements so as to avoid an obstruction. Any damages or breakages must be reported to NLVH CIO as soon as possible after the incident and the cost of making good such damage or breakages may be borne by the hirer.

3. The hirer must report all accidents involving injury to the public to NLVH CIO as soon as possible. Any failure of equipment either that belonging to the hall or brought in by the hirer must also be reported as soon as possible. Certain types of accident or injury must be reported to the local authority. This is in accordance with The Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995. Any incident should also be entered in the accident book.

4. The hirer shall indemnify the Trustees 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.

5. The hirer shall ensure that no animals (including birds) except guide dogs are brought into the hall. Unless special permission is sought from NLVH CIO

6. The hirer shall ensure that any activities for children comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children.

7. The hirer shall not use the premises for any purpose other than that described in the hiring agreement and must not sub-let or transfer the booking to another party. The premises shall not be used for any purpose other than that for which permission has been granted, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage play.

8. 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.

9. The hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. Hirers should comply, whilst on the premises, with all the relevant conditions of the Health and Safety Acts.

10. The hirer shall ensure that any electrical appliances brought to the premises and used there shall be safe in good working order (PAT tested) and used in a safe manner.

11. Crockery and cutlery, if used, must be washed and replaced. The cooker must be left clean and turned off. ALL tables wiped down before stacking and **ALL rubbish must be taken away** with you. The dishwasher if used (see separate instructions) must be emptied and turned off.

12. At the end of any period for which the Hall is hired, the hirer shall clear it of all equipment, which has been brought in. The tables and chairs should be returned to their original places. The floor should be swept with the scissor mop provided. **Any spillages should be immediately mopped up.** All lights and water taps must be turned off and the hall left in a clean and tidy condition, windows closed and exit doors locked. By agreement with NLVH CIO it may be possible for hirers to return to the Hall at a later time to finish tidying if required.

13. If the Hirer is a keyholder, before leaving the Hall it must be securely locked at all points of access.

14. NLVH CIO accept no responsibility for personal belongings including cars and their contents parked in the car park and coats and clothing left in any part of the building.

15. The hirer shall be responsible for obtaining licences that may be needed for the consumption of alcoholic liquor and for the observance of same, also all other regulations appertaining to the hall stipulated by the fire authority, local authority, and local magistrate's court or otherwise. The hirer is also responsible for obtaining appropriate licences if tickets or advertisements offer free alcoholic drinks as an inducement to buy tickets, in which case all tickets must be sold in advance and no tickets must be sold on the door.

16. The NLVH CIO reserve the right to cancel the hiring in the event of the hall being required for an emergency, Governmental or any such other business, in which event the hirer shall be entitled to a full refund of the deposit paid and the rental fee.

17. In the event of the hall or any part thereof being rendered unfit for use for which it was hired (by accidental damage or act of God sustained previously) NLVH CIO shall not be liable to the hirer for any resulting loss or damage

18. The scale of charges may be revised at any time by NLVH CIO discretion

19. A **returnable deposit of £100** in the form of a cheque made payable to 'NLVH CIO' – must be paid to secure and booking and all fees must be paid prior to the hire period. **CANCELLATION POLICY -REGULAR HIRERS must give one calendar month's notice to cancel and we will refund preferably by issuing a credit note against next invoice. Cancellations within the one month will not be refunded. ONE OFF EVENTS Not less than two weeks notice must be given if a booking is not required otherwise the hire charge will still be applied.** NLVH CIO reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the hirer. The hirer shall be entitled upon such notice to reimbursement of any deposit paid. NLVH CIO shall not be liable to make any further payment to the hirer.

20. The hirer and/or their invitees shall not cause any nuisance or annoyance to the occupiers of adjoining property or do any act or thing which may cause damage to such adjoining properties.

21. The hirer hereby acknowledges that it is an offence to cause or permit to be caused any noise amounting to a nuisance and agrees that during any function when amplified music is played, steps are taken to ensure that the volume is maintained at a level, which will not cause a nuisance to the inhabitants of the neighbourhood. In no circumstances is music to be played after 11.00 p.m. (See separate Noise Abatement Policy)

22. The hirer will personally ensure that when persons leave the Hall during or after a function they will do so in a quiet and reasonable manner. Children should not be allowed to run loose outside the Hall at any time.

23. Unless otherwise arranged, keys must be returned immediately after hire to the keyholder or a penalty may be incurred.

24. The hirer shall forfeit part or all of the £100 deposit if any damage is apparent to the fabric or fittings of the hall following the hire period. If it is necessary to engage a cleaning contractor as a result of any activity carried out during a hire period part or all of the deposit will be forfeit. The deposit will also be deemed forfeit if a noise nuisance resulting in complaint is caused during any hire period.

25. No glue is to be used in the hall without properly protecting all flooring and furniture. No tap shoes must be worn in the hall.

26 The NLVH CIO decision as to the application of these rules and conditions shall be final and conclusive

NOTE; The attention of hirers is drawn to the need for them to make their own arrangements for insurance in respect of claims which might be made by persons for injury or damage arising out of this hiring. NLVH CIO Insurance covers their own liabilities only, and not that of the hirer

The terms and conditions may be varied from time to time at the discretion of NLVH CIO. Version 1.01– 19 October 2019

Sound / Noise Abatement Measures: (* NLVH Terms & Conditions Addendum*)

Norton Lindsey Village Hall is now fitted with a permanently installed electronic sound abatement system. This necessary measure is in addition to all existing policies, and is intended to help keep external noise levels to a minimum for the consideration of local residents.

Responsibilities: (Designated supervisor/Hirer)

It is the responsibility of the hirer of the Village Hall to ensure that all associated guests and performers, (such as musicians, performance artists or DJ's etc.) adhere to, and cooperate with, all sound / noise abatement measures that have been put in place.

All performers MUST ensure that all related electrical equipment being utilised (such as amplification) is ONLY connected to the mains supply sockets located and indicated on the stage. These sockets are integrated with the sound abatement system. Such equipment may NOT be connected to any other sockets elsewhere, or this will be a direct breach of the hiring agreement.

HSE Risk Assessment sets indoor noise limit at a max of 85dB (this is the level at which hearing can be damaged)

*TIP** The sound abatement unit utilises a large and highly visible traffic light meter, giving a constant visual indication of any sound / noise levels being produced within the hall. This is strategically positioned so that it may be clearly seen by any performers in the hall.

IMPORTANT! All performers, musicians, DJ's etc. should monitor this meter and make certain that they do not go into the higher levels of the red area ("OVERLIMIT").

*TIP** Sound check: Performers are advised to check & mark their maximum safe output levels shortly before guests arrive or an event takes place. Due to the well-known noise pollution problems associated with BASS frequencies, the system is particularly sensitive to this area of the sound spectrum. Performers should therefore closely monitor their bass output along with general volume levels.

Operation:

If sound levels are too high, and in the red "OVERLIMIT" area, then all mains supply to the associated mains sockets at the northern end of the hall will be automatically switched off.

NB. This will only occur if sound levels are persistently too high, not if there is an occasional high peek.

*TIP** In such an instance the performer is advised to switch off all of their electrical equipment BEFORE attempting to RESET the sound abatement system. It is the sole responsibility of the equipment owner or operator to do this. Liability: Please note that ALL equipment brought into and used within the village hall premises will be the SOLE responsibility of the equipment's operator or owner. In the unlikely event of any damage occurring to said equipment, no legal responsibility or liability will be accepted under any circumstances.

After a few moments the RESET button on the sound abatement unit may be pressed to reactivate the mains supply. (This is the RED central button located at the bottom of the unit mounted on the upper central divide).

If the sound levels continue to be above specified limits, then once again the unit will cut off the mains supply; this time with a longer waiting period before the RESET button may become effective.

Anti Tamper:

Sophisticated anti-tamper methods are employed by the sound abatement system. If unauthorised interference is suspected, then the mains supply to the northern end of the hall will be automatically switched off. In such an instance it may not be possible to reactivate the supply until an engineer is called. Any attempted tampering with the sound abatement system will represent a direct breach of the hiring agreement and in such an instance no refunds will be made. Additionally, charges for any associated expenses or damages may also be levied.

NB. Please rest assured that the sound abatement system will not impede any performance if sound limits are not blatantly exceeded. These guidelines have been put in place simply to help reduce any possible disturbance to local residents.

Additional Hire Restrictions:

TEN License – If a TEN notice is in place and to ensure compliance there will be a dedicated Trustee (or appointed person) to oversee the event (suggested 1 per every 50 attenders).

Doors & Windows:

All doors and windows must be closed from 9.00 pm during British summer time and from 6.00 pm over the winter. One of the responsibilities of the appointed person (from 9.00 p.m.) would be to ensure this was followed.

No amplified music outside the Hall after 6.00 p.m. and No continuous outside amplified music. Such music is restricted to 40 minutes followed by a 20 minute break. Only 3 40 minute slots permitted over a hiring period.

Failure to follow these guidelines will represent a breach of the hiring agreement and the Trust reserves the right to cut off the power (other than lighting) if a breach occurs.

It will also represent a breach of the village hall's entertainment license, possibly resulting in corresponding fines or penalties, which may be passed on to the hirer responsible.