**GENERAL RULES GOVERNING THE USE OF NYMPSFIELD VILLAGE HALL ("NVH")**

**REGISTERED CHARITY 272549**

1. **Use of the Hall:** Use of the hall, car park, fixtures, fittings, equipment and ancillary parts and facilities (together the “Hall”) is subject to the following rules and the “Standard Conditions of Hire of Nympsfield Village Hall (the “Standard Conditions”) and the Hirer shall comply with the same and references to the Hall include, as appropriate, the whole or any part and each and every part of the Hall
2. **Equal opportunities:** The Hall shall be open to all, subject to adherence of these rules, regardless of race, gender, sexual orientation, age, disability, religious or political beliefs or marital status.
3. **Applying to use the Hall and permitted use of the Hall**:
   1. Application for use of the Hall shall be made to the Booking Secretary.
   2. The right to refuse any application for the use of Hall is reserved to the Management Committee of NVH (the “NVH Committee”). Without limitation, the NVH Committee will refuse an application to use the Hall’s if the use by a particular association or individual presents a risk of public disorder.
   3. All arrangements for the use of Hall are subject to the NVH Committee reserving the right to cancel bookings when the Hall is required for use as a Polling Station or are rendered unfit for the intended use.
   4. The Hall shall not be used for any purpose other than as described in the “Nature of Booking” in the Hirer’s booking form applying for the hire of the Hall and then only in compliance with these rules and the Standard Conditions.
   5. The Hirer shall not access the boiler room other than in connection with the use of crockery and cutlery where permitted or where appropriate to do so in the case of emergency.
4. **Hours of opening:** The Hall is available to hirers between the hours of 9.00am and 11:30pm, seven days a week, subject to these Rules and the Standard Conditions. Special arrangement for certain types of bookings may allow the Hall to be open until 12.00 midnight but in these cases all persons must be clear of the hall by 12.00 midnight.
5. **Maximum capacity:** The Hall has a maximum capacity of 90 persons in total of any persons attending the Hall (i.e. audience, staff, performers, officials, etc). On no account shall this figure be exceeded.
6. **No smoking**: There shall be no smoking anywhere inside the hall, including toilets. The Hirer has a responsibility to ensure that the law is complied with during the period of hire for all persons in or at the Hall. Failure to comply with the law is a criminal offence which may lead to the prosecution of the Hirer and any person found smoking during their booked period of hire.
7. **Fire and Safety regulations**: All conditions attached to the granting of the Hall’s Premises Licence, or other licences shall be strictly observed. Nothing shall be done which will endanger the users of the Hall or invalidate (in whole or in part) the policies of insurance relating to it and its contents or cause a greater premium to be payable. In particular (but without limitation):
   1. The Hirer is to be responsible for fire safety matters during the Hirer’s use of the Hall and (without limitation) ensuring compliance with this rule 7.
   2. The Hirer must familiarise himself and all those in or at Hall with evacuation procedures including (without limitation) those described and/or indicated on the Fire Safety Precautions plan, Fire Action notice and Fire Assembly Point notice displayed in the Hall. Copies of such plan and Fire Action notice have also been uploaded to NVH’s website and are deemed to have been given to the Hirer. The Hirer must notify NVH if it has not been able to access or see the plan and/or notices.
   3. The Hirer must arrange his own fire drills in connection with evacuation of the Hall.
   4. The Hall is an historic Grade II listed building and does not permit adequate disabled access and this is a fire risk. The Hirer must manage the Hirer’s use of the Hall accordingly including (without limitation) ensuring that people with disabilities or needing assistance to evacuate (because of age or otherwise) are appropriately accommodated in the Hall and that people are available to assist to ensure a speedy evacuation.
   5. The emergency lighting must be fully functional during the whole time the Hall is occupied and must illuminate all exit signs and routes.
   6. Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose.
   7. Obstruction must not be placed in gangways or exits, nor in front of fire extinguishers or emergency exits, which must be immediately available for unimpeded public egress.
   8. Fire doors must not be propped open. The Hirer must ensure that this rule is complied with.
   9. The Fire Brigade shall be called to any outbreak of fire, however slight and details of the occurrence shall be given immediately to any of the key holders listed in the Hall.
   10. Performances involving danger to the public shall not be given.
   11. Seating and table layout plans in the Hall must comply with the HM Government Fire Risk Assessment for small and medium places of assembly. There must be sufficient room to evacuate the Hall in the case of emergency. The NVH Committee understands that there should be 1.5 metres between tables and 1.1 metres between tables and walls. Such spacing must not be reduced under any circumstances.
   12. Hirers shall not bring flammable gases or liquids into, nor use such substances in any part of the premises without written permission from the NVH Committee. No oil lamps or portable heating appliances shall be used by Hirers at or in the Hall without the written permission of the NVH Committee. Open flame candles are not permitted in the Hall unless enclosed in a storm lantern or similar thing that shall remove any fire risk PROVIDED that open flame candles are prohibited on window sills at all times even if enclosed as previously mentioned.
   13. All electrical equipment brought to the Hall shall comply with current electrical regulations and (without limitation) no electrical equipment shall be brought into the Hall unless it has a PAT certificate.
   14. The Hirer must not put or keep any material or thing in the boiler room other than for the return of the Hall’s crockery and cutlery when the Hirer is permitted to use them.
   15. Without limitation, breaches of these requirements may result in termination of hire contracts during a hire session.
   16. The first aid box is located in the Hall’s kitchen in the store room. The Accident Book is with the first aid box.
8. **Security**: External emergency exit doors are to be kept closed at all times.
9. **Supervision:**
   1. The Hirer of the Hall or person in charge of an activity (the “Responsible Person”) shall not be under 18 years of age and shall be in or at the Hall for the entire period of the hire, or duration of the activity. They shall supervise the use of the Hall (including, without limitation, ensuring compliance with rule 7) and must not be engaged in any activities which prevent them from exercising such supervision. When the Hall is attended or used for the purpose of public entertainment, there shall be a minimum of two persons, neither of whom shall be less than 18 years of age.
   2. When:
      1. the majority of those expected to be present at the entertainment are less than 16 years of age, or
      2. (in any case) a number of people with disabilities or needing assistance to evacuate (because of age or otherwise) are expected to attend

the numbers of adult supervisors required must be appropriately increased. Provision of these attendants or supervisors is the responsibility of the Hirer.

* 1. The Hirer is responsible for the actions of the Responsible Person or Persons and for compliance with their obligations
  2. References in these rules to the Hirer shall include (in addition) the Responsible Person or Persons and the obligations of all of them shall be joint and several.

1. **Safety of Young Children**: Any group hiring the hall which includes children under the age of 16 shall comply with relevant regulations. Refer to: www.gov.uk/government/publications/supervision-of-activity-with-children
2. **Food Handling:**  All Hirers must be aware of and comply with all current Food & Food Handling regulations.
3. **Sale of alcohol and other licensable activities:**
   1. Hirers must comply with the Licensing Act 2003
   2. Hirers may only use the Hall for the sale of alcohol, regulated entertainment and/or the provision of late refreshment ("licensable activities") if they comply with the following requirements in this rule and any other rules applicable to such use.
   3. For the purposes of these rules:
      1. **"regulated entertainment"** means the following, for an audience (such audience being the public or club members/guests or an audience in respect of entertainment put on with a view to a profit):
         1. plays and/or the performance of dance (except Morris Dancing) and/or unamplified live music (outside the hours 8.00 am to 11.00 pm)
         2. film (except incidental film);
         3. amplified live and/or recorded music; and
         4. indoor sporting events (outside the hours 8.00 am to 11.00 pm); and
         5. entertainment of a similar description to live music, recorded music or dance

Provided that:

* + - 1. certain incidental music is exempt; and
      2. for the avoidance of doubt, boxing or wrestling entertainment (which constitutes regulated entertainment under the Licensing Act 2003) is not permitted in the Hall
    1. **"late night refreshment"** means the provision of hot food and/or hot drinks between 11.00 pm and 11.30 pm or (if permitted under rule 4) 12.00 midnight.

For clarification of the meaning of “incidental music” and further guidance on the above expressions, refer to <https://www.stroud.gov.uk/media/3171/regulated-entertainment-2015-factsheet.pdf>

* 1. Hirers must provide details of any licensable activities in the booking form and obtain confirmation from the Booking Secretary that such licensable activities are approved by the NVH Committee.
  2. A Temporary Events Notice must be properly served on the Licensing Team and the Environmental Protection Team at Stroud District Council and Gloucestershire Constabulary in respect of all licensable activities at least 10 working days before the use of the Hall for such licensable activities. The current fee in respect of the Notice must also be paid at the same time. If the Temporary Events Notice is properly served on-line on Stroud District Council as Licensing Authority, the present arrangements are for the Council to forward a copy to the Environmental Protection Team and Gloucestershire Constabulary.
  3. A copy of the Temporary Events Notice and Stroud District Council's receipt of the Notice must be given to the Booking Secretary before the event.
  4. The Hall must not be used for any licensable activities if Stroud District Council does not accept the Temporary Events Notice and/or the police and/or environmental health object to such licensable activities.
  5. Notwithstanding the above requirements and provisions, a separate licence from PPL PRS Limited may also be needed (refer to paragraph 13 below).

1. **Music in the Hall**:
   1. Hirers and organisers of events in the Hall are responsible for ensuring that the noise level of their functions is not such as to interfere to the occupiers of nearby houses.
   2. Under The Copyright, Designs and Patents Act 1988, permission is needed from the relevant copyright holders (those people who create music) in order to play or perform music in public. TheMusicLicence has been obtained (though the paper copy is awaited) which the PPL PRS Limited website advises gives permission in relation to the vast majority of commercially available music. On receipt, TheMusicLicence will be exhibited on the Hall’s website.
   3. It is the responsibility of any Hirer who plays or performs music in the Hall to check whether a separate licence from and/or payment of an additional tariff to PPL PRS Limited is required and, in this regard, reference to <https://pplprs.co.uk/do-i-need-a-licence/> should assist
2. **Betting, Gaming and Lotteries**: Nothing shall be done on or in relation to the Hall in contravention of the law relating to betting, gaming and lotteries and the Hirer and persons or groups responsible for functions held in the Hall shall ensure that this ruling is adhered to. The Hall does not hold licences for such activities.
3. **Storage**: The permission of the NVH Committee must be obtained before goods or equipment are left or stored at the Hall, except that the Bookings Secretary is authorised to grant permission for the overnight storage of goods and equipment brought to the Hall for a particular function or event.
4. **Posters**: Posters and similar material must only be posted on designated areas. Material must not be fixed directly to the walls.
5. **Heating**: A fully automatic heating system is installed. The Hirer can boost the heating by pressing the BOOST button. Any malfunction must be reported to the Bookings Secretary.
6. **Loss of property**: NVH and the Trustees and the NVH Committee of NVH shall not be responsible for damage to or loss or theft of Hirer’s property and effects.
7. **Car Parking**: Vehicles shall not be parked so as to cause obstruction at the entrance to or exits from the Hall or allotments. Users of the Hall must avoid creating undue noise on arrival and especially during late evening departures. Consideration to nearby residents must be given at all times.
8. **Nuisance**:
   1. Litter shall not be left in or around the Hall premises.
   2. Hirers, the Responsible Person and organisers of events in the Hall are responsible for ensuring that the noise level of their functions is not such as to interfere with, nor to cause inconvenience for the occupiers of nearby houses.
9. **Official Visitors**: Any visits to a function held by a Hirer, by an official in the course of their duty including (without limitation) officials from Emergency Services, Fire Authority, Licensing, Authority and Environmental Health must be notified without delay to any one of the NVH key holders, whose contact details are shown in the Foyer.
10. **Cleaning and Security**: All use of the Hall is subject to the Hirer accepting responsibility for setting out required furniture and equipment, returning everything to their original positions and for securing doors and windows of the Hall. All lights must be turned off on leaving the Hall. All Hirers shall also leave the Hall in a clean and tidy condition. Failure to do so will result in additional charges being imposed.
11. **Waste Disposal**: All users of the Hall are required to remove all waste materials from the Hall on conclusion of the hire period. Failure to do so will result in additional charges being imposed.
12. **Breakages/Damage**: All breakages/damage to Hall must be reported promptly to the NVH Bookings Secretary.
13. **Animals:** Except in the case of trained assistance dogs, animals shall only be permitted in or at the Hall in connection with organised activities such as dog training or pet shows.
14. **Data Protection**:
    1. Personal data supplied to NVH will be held securely on paper and on computer and will be used in accordance with the Data Protection Act 1998 and General Data Protection Regulations (GDPR) operative from 25 May 2018. Personal information will be collected and used fairly, stored safely and not disclosed unlawfully.
    2. The Hirer’s data will not be used for any marketing purposes nor passed to any third party.
    3. NVH holds details of booking enquiries and confirmed bookings for the Hall on a bookings database. Paper copies of hire agreements, invoices and bookings confirmations issued to Hirers are kept for audit purposes.
    4. NVH only collects and holds sufficient information on Hirers and potential Hirers of the Hall to contact the Hirer by e-mail, post or phone, prepare a hire agreement, check the proposed hire does not conflict with other users of the Hall and is within the terms of these rules and the Standard Conditions.
    5. Access to the data held is normally restricted to the Booking Secretary and the Hall’s treasurer. Other committee members may deputise when necessary.
    6. NVH does not have a Data Protection Officer. Any queries/requests in respect of GDPR should be addressed in the first instance, by email, to the Secretary at nympsfieldvillagehall@gmail.com

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