**Nympsfield Village Hall (“Hall”) “TERMS AND CONDITIONS” of Hire (“Conditions”)**

**NYMPSFIELD VILLAGE HALL (“NVHT”)- Registered Charity 272549**

**NYMPSFIELD VILLAGE HALL CIO (“NVH CIO”) - Registered Charity 1196755**

1. NVHT and NVH CIO have the same objects.
2. NVHT has agreed to transfer the Hall to NVH CIO and, by a Section 105 order dated 23rd February 2023, the Charity Commission has authorised the transfer of the Hall and the other assets and liabilities of NVHT to NVH CIO
3. Pending the transfer, NVH CIO has agreed with NVHT to undertake the management of the Hall (including, without limitation, the maintenance of the Hall) and to indemnify NVHT in relation to the same subject to the limitations on indemnity contained in the Section 105 Order
4. References to “NVH” are to NVHT and/or (as appropriate) NVH CIO and references to the “Hirer” are to the hirer and user of the Hall
5. References to the “Hall” are to the Hall, car park, fixtures, contents, fittings, equipment and ancillary parts and facilities and include (as appropriate and without limitation) the whole or any part and each and every part of the Hall

The Hirer shall comply with the following Conditions:

1. **Licences:** The Hirer shall be responsible for obtaining any licences necessary in connection with the booking, other than those already held by NVH CIO (see Condition 28)
2. **Supervision:** The Hirer shall, during the period of hire, be responsible for the supervision of the Hall (including, without limitation, compliance with Condition 24), protection of the fabric and contents, safety from damage, however slight, or change of any sort.
3. **Floor Surface:** The Hirer will be liable for damage (including, without limitation, damage to the floor surface due to the careless use or handling of chairs or tables) if adequate precautions are not taken to prevent damage.
4. **Candles:** Open flame candles are not permitted in the Hall unless enclosed in a storm lantern or similar things that shall remove any fire risk PROVIDED that open flame candles are prohibited on windowsills at all times even if enclosed as previously stated.
5. **Tables and Chairs:** All tables and chairs are to be safely stacked in their trollies and/or returned to their original position at the end of the period of hire.
6. **Vacation of Hall:** When vacating the Hall, it is to be left clean and tidy with nothing left on windowsills.
7. **Rubbish:** Rubbish is to be disposed of by the Hirer.
8. **Indemnity:** The Hirer shall indemnify NVH for the cost of repair of any damage done to the Hall or any liability incurred as a result of the hire
9. **Car Park:** The Hirer shall be responsible for the supervision of car parking so as to avoid obstruction of the highway and the avoidance of nuisance to nearby residents.
10. **Responsibility for Loss:** NVH cannot accept responsibility for any loss, damage or accident occurring during occupation of the Hall, or from, or to, any vehicles parked in the permitted car parking areas or to any equipment stored on the Hall on behalf of any persons.
11. **Accidents:** Any and all accidents are to be recorded in the Accident Book which is kept in the store room of the kitchen and the Bookings Secretary is to be notified in writing of the causes and the impact of the accident, including details of actions taken, injuries sustained etc., within 24 hours.
12. **Third Party Insurance:** The Hirer shall be responsible for making arrangements to insure against any third party claims, which are not covered by the NVH insurance.
13. **Subletting and Use of Hall:** The Hirer shall not sublet the Hall or use the Hall for any unlawful purpose in any way or do anything or bring onto the Hall anything which may endanger the Hall, or their users or invalidate or prejudice any insurance policies relating thereto or cause any increased premium to be payable.
14. **Bouncy Castles:**
	1. No bouncy castles are permitted in the Hall (including, without limitation, within the car park) under any circumstances.
	2. If NVH (in its absolute discretion) agrees in writing to permit a bouncy castle, the Hirer must (without limiting any other conditions that NVH imposes in its absolute discretion) sign and complete a bouncy castle agreement in a form specified by NVH and such agreement must accompany the Bookings Form or be delivered to the Bookings Secretary.
15. **Use of Kitchen:** The Hirer shall, when making the booking, inform the Bookings Secretary of their requirements as to the provision of kitchen and sound facilities and the Hirer shall satisfy himself that such facilities are adequate for his purpose.
16. **Fire and Safety:** The Hirer shall on occupying the Hall familiarise themselves with the fire and safety documentation on the notice board in the foyer of the Hall.
17. **Equal opportunities:** The Hall shall be open to all, subject to adherence of these Conditions, regardless of race, gender, sexual orientation, age, disability, religious or political beliefs or marital status.
18. **Applying to use the Hall and permitted use of the Hall**:
	1. Application for use of the Hall shall be made in accordance with the instructions on NVH’s website.
	2. The right to refuse any application for the use of Hall is reserved to the Management Committee or Trustees of NVH (the “NVH CIO Committee”) including, without limitation, 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 CIO 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 or NVH considers that it is an inappropriate use.
	4. The Hall shall not be used for any purpose other than as described in the “ACTIVITY” in the “Application to Hire” booking form, or via the online booking system Hallmaster, applying to the hire of the Hall, and then only in compliance with these 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.
19. **Hours of opening:** The Hall is available to hirers only between the hours of 9.00am and 11:30pm, seven days a week, subject to these 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.
20. **Maximum capacity:** The Hall has a maximum capacity of 100 persons in total of any persons attending the Hall (including, without limitation, users, audience, staff, performers, and officials). On no account shall this figure be exceeded.
21. **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 by 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.
22. **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 or omitted 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 Condition 22.
	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 CIO 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 may 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 accessways, gangways or exits, nor in front of fire extinguishers or emergency exits, which must be immediately available for unimpeded 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 CIO 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 Hall without written permission from NVH. No oil lamps or portable heating appliances shall be used by Hirers at or in the Hall without the written permission of NVH.
	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.
23. **Security**: External emergency exit doors are to be kept closed at all times.
24. **Supervision:**
	1. The Hirer 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 22) 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 Responsible 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 Conditions 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](http://www.gov.uk/government/publications/supervision-of-activity-with-children)

1. **Food Handling:**  All Hirers must be aware of and comply with all current Food & Food Handling regulations.
2. **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 interpretation of licensable activities and associated terms please refer to:

<https://www.stroud.gov.uk/business/licensing-permits/alcohol-regulated-entertainment-licensing-licensing-act-2003/licensable-activities>

<https://www.stroud.gov.uk/media/3171/regulated-entertainment-2015-factsheet.pdf>

* 1. Hirers must provide details of any licensable activities in the “Application to Hire” booking form or (if booking via the online booking system Hallmaster) in a written notification to the Bookings Secretary and obtain confirmation from the Bookings Secretary that such licensable activities are approved by NVH CIO.
	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 (or other longer prescribed period) 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, it is understood that 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 Bookings 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 Condition 28 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 which the PPL PRS Limited website advises gives permission in relation to the vast majority of commercially available music. TheMusicLicence will be exhibited on the Hall’s website or the notice board in the Hall or available on request.
	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/> may 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 CIO 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, the NVH CIO Committee and the Trustees 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.
	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 Hirers 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 permitted organised activities such as dog training or pet shows.
14. **Data Protection**:
	1. Data is held in accordance with NVH “Privacy Policy” which can be found at:

[www.nympsfieldvillagehall.org.uk](http://www.nympsfieldvillagehall.org.uk)

* 1. 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

1. **Television:** NVH do not hold a TV Licence and therefore cannot allow any viewing or recording of Live TV from the BBC iPlayer on any devices at the Hall