

Riding Mill Village Halls (RMVHs) Terms and Conditions of Hall Hire

These apply to regular, block, and one-off bookings for hire of Riding Mill village halls.

1. Hiring Agreement The Hiring Agreement comprises the Booking Form, these Terms and Conditions, and the relevant Hire Charges. Applications to hire a hall must be made on the RMVHs Booking Form and sent to the Booking Secretary by email at rmvillagehalls@gmail.com. The person who signs the application is considered to be the hirer unless the person is signing on behalf of a legal entity in which case the legal entity is considered the hirer.

2. Minimum age of hirer The hirer of the hall must be aged 18 years or over.

3. Completion of Booking Form for regular users All regular hall hirers are required to complete a Booking Form annually.

4. Supervision The hirer shall, during the period of the hire, be responsible for: supervision of the premises and the behaviour of all persons using the premises, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

5. Use of Premises The hirer shall not use the premises for any purpose other than that described in the Booking Form and shall not use, or allow the premises to be used, for any unlawful purpose, nor do anything, or bring onto the premises anything, which may endanger individuals or the premises, nor allow the consumption of alcohol without permission. The hirer shall not sub-let the premises. The hirer shall ensure that the maximum occupancy figures are not exceeded: 120 seated capacity for the Parish Hall and 60 for the Millennium Hall. The hirer shall only use that part of the premises, and those facilities, which have been booked.

6. Gaming, Betting and Lotteries 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.

7. Licences If the hirer requires a licence for any activity in the hall, the hirer should ensure that they hold the relevant licence, or RMVHs does.

8. Public Safety Compliance

(a) The hirer must familiarise themselves the following:

- the action to be taken in event of fire which includes calling the Fire Brigade and evacuating the hall;
- the location and use of fire equipment;
- escape routes and the need to keep them clear;
- method of operation of escape door fastenings; and
- the importance of fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an entertainment or play the hirer shall check the following:

- all fire exits are unlocked and panic bolts in good working order;
- all escape routes are free of obstruction and can be safely used;
- fire doors are not wedged open;
- exit signs are illuminated; and
- there are no obvious fire hazards on the premises.

9. Means of Escape

- (a) All means of exit from the premises must be kept free from obstruction and immediately available for instant exit.
- (b) The emergency lighting supply illuminating all exit signs and routes must be working.

10. Outbreaks of Fire The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to RMVHs.

11. Health and Hygiene The hirer shall, if preparing, serving, or selling food, observe all relevant food health, allergen, and hygiene legislation and regulations.

12. Smoking Smoking and vaping is not permitted in the halls, and the hirer shall ensure compliance with the prohibition of smoking and vaping. Any person who breaches this prohibition shall be asked to leave the premises.

13. Electrical Appliance Safety The hirer shall ensure that any electrical appliances brought by them and used on the premises are safe and in good working order.

14. Liability, Insurance, and Indemnity

(a) The hirer shall be liable for:

- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage and the contents of the premises; and
- (ii) all claims, losses, damages and costs made against or incurred by RMVHs in respect of damage, or loss of property, or injury to persons, or nuisance caused to a third party, arising as a result of the use of the premises (including the storage of equipment) by the hirer, and subject to sub-clause (b), the hirer shall indemnify, and keep indemnified, RMVHs against such liabilities.

(b) In the event that RMVHs claims on its insurance for any loss and or damage which is the liability of the hirer, the hirer shall indemnify, and keep indemnified, RMVHs against:

- (i) any insurance excess incurred; and
- (ii) any shortfall between the amount of monies received under the insurance policy and the actual cost of repairing or rectifying the loss and or damage.

(c) The hirer shall take out adequate insurance to insure its liability and, if requested, provide the policy and current receipt or other evidence of cover to the Booking Secretary. Failure to do so will render the hire void and the hall will be made available to another hirer.

15. Accidents and Dangerous Occurrences The hirer must report all accidents involving injury to the public to RMVHs as soon as possible and complete the relevant section in the hall's accident book. Any failure of equipment belonging to RMVHs, or brought in by the hirer, must also be reported to RMVHs as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. RMVHs will give assistance in completing this form.

16. Explosives and Flammable Substances The hirer shall ensure that highly flammable substances are not brought into, or used in, any part of the premises and that no internal decorations of a combustible nature (e.g. polystyrene) shall be put up without the consent of RMVHs. No decorations are to be put up near light fittings or heaters.

17. Heating The hirer shall ensure that no unauthorised heating appliances are used on the premises without the consent of RMVHs. Liquefied Propane Gas (LPG) heating appliances must not be used.

18. Drunk and Disorderly Behaviour and Supply of Illegal Drugs The hirer shall ensure that, in order to avoid disturbing our neighbours, and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs, or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

19. Animals Dogs are only allowed in the halls if they are under close control and the owner ensures that they do not present a hazard or nuisance to other hall users. No other animals can be brought onto the premises, other than for a special event agreed by RMVHs. Animals must be kept out of food preparation areas and food consumption areas at all times.

20. Safeguarding Children and Vulnerable Adults. The hirer shall ensure that any activities for children, young people and other vulnerable groups shall only be provided by fit and proper persons. When requested, the hirer shall provide a copy of their Safeguarding Policy and confirmation that relevant checks have been carried out through the Disclosure and Barring Service (DBS)

21. Sale of Goods The hirer shall, if selling goods on the premises, comply with fair trading laws. In particular, the hirer shall ensure that the prices of all goods and services are prominently displayed, together with the organiser's name and address.

22. Booking deposits a booking deposit will be required for a on-off booking which covers more than one day eg a wedding. The deposit will be 25% of the total hire charge on booking with the balance paid at least 14 days before the event.

23. Cancellation by hirer If the hirer wishes to cancel a booking, at least 7 days' notice is required unless there are exceptional circumstances eg illness, bad weather conditions. The cancellation request should be sent by email to the Booking Secretary. The hirer will be charged full price for any events cancelled with less than 7 days' notice. If the booking for a one-off event for which a deposit has been paid is cancelled with at least 90 days' notice, the deposit will be returned in full. If less than 90 days' notice is given, the deposit will not be returned.

24. Cancellation by RMVHs RMVHs reserves the right to cancel a hire in the event of:

- (a) the premises being required for use as a Polling Station;
- (b) RMVHs reasonably considering that
 - (i) the hire will lead to a breach of licensing conditions or other legal or statutory requirements, or
 - (ii) unlawful or unsuitable activities will take place at the premises as a result of the hire.
- (c) the premises becoming unfit for the use intended by the hirer for reasons entirely unconnected with the hirer;
- (d) an emergency requiring use of the premises as a shelter for the victims of a disaster. In any such case described in sub-sections 24(a), (c) and (d) above (sub-section 24(b) is specifically excluded), the hirer shall be entitled to a refund of any deposit/booking fee paid, but RMVHs shall not be liable to the hirer for any resulting direct or indirect loss or damages whatsoever.

25. End of Hire The hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise RMVHs shall be at liberty to make an additional charge.

26. Noise The hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

27. Hirer's Equipment RMVHs accepts no responsibility for any equipment or other property brought on to or left at the premises by the hirer, and all liability for loss or damage is excluded. All equipment and other property (other than equipment stored on RMVHs premises with the express permission of RMVHs) must be removed at the end of each hire or fees will be charged for each day or part of a day at the hire fee rate until the equipment is removed. RMVHs may, at its discretion, dispose of any items not removed within 7 days of hire, or any agreed storage period, by sale, or otherwise on such terms and conditions as it thinks fit, and charge the hirer any costs incurred in storing or otherwise disposing of the item(s).

28. Alterations No alterations or additions may be made to the premises, nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of RMVHs. Any alteration, fixture or fitting, or attachment so approved, must be removed by the hirer who must make good to the satisfaction of RMVHs, any damage caused to the premises by such removal.

29. Dangerous and unsuitable performances Performances involving danger to the public or of a sexually explicit nature are not permitted.

30. Non-payment of fees RMVHs reserves the right to refuse access to the premises by reason of non-payment of fees due under the Hiring Agreement.

31. Internet use The halls have free internet access. On signing the Booking Form, the hirer agrees that all persons using the halls for the duration of the hire will adhere to the Online Acceptable Use Policy posted on the Trustee noticeboard and available on request.