

OXTON VILLAGE HALL

regd charity no 522284

CONDITIONS OF HIRE

1. In these Conditions and in the accompanying Conditions relating to the Consumption of Alcohol the following words shall have the following meanings:
 - 1.1 “Application” is an application by the Hirer for the use of the Hall or part of the Hall
 - 1.2 “the Booking Form” is the application to rent or hire Oxton Village Hall or any part of it
 - 1.3 “Booking Charges” are the charges for room hire for an Event, including any additional charges which may be payable but excluding any Security Bond
 - 1.4 “the Booking Clerk” is the person for the time being acting on behalf of Oxton Village Hall Management Committee who administers such rentals or hire
 - 1.5 “the Committee” is the Oxton Village Hall Management Committee (registered charity no. 522284) as constituted from time to time
 - 1.6 “the Event” is the event planned by the Hirer in the Premises and described in the Booking Form.
 - 1.7 “the Hirer” is the person or persons by whom and in whose name the Booking Form is submitted
 - 1.8 “the Hall” is Oxton Village Hall, Main Street, Oxton, Nottinghamshire NG25 0SA its contents furnishings fixtures and fittings and the curtilage thereof including the car park.
 - 1.9 “the Invoice” is the Invoice for the Event issued by the Booking Clerk confirming the Booking Charges for the Event which is to take place in the Premises.
 - 1.10 “ the Premises” is the Hall or such part or parts of the Hall as specified in the Booking Form together with any furniture or equipment mentioned in the Booking Form.
2. Management of the Hall is vested in the Committee which solely is empowered to make rules regarding the rental or hire of the Hall or to withdraw or amend them.
3. Applications to use the Hall
 - 3.1 An application to use the Hall or any part of it is to be made by the completion and submission of the Booking Form and use of the Hall is subject to the terms and conditions set out in these Conditions of Hire. The right to refuse any Application is reserved to the Committee who shall not be obliged to state their reason for such refusal.
 - 3.2 On receipt of the Application the Booking Clerk shall notify the Hirer of receipt and shall issue the Invoice to the Hirer
 - 3.3 The Committee reserves the right to cancel a booking:
 - 3.3.1 While any payment to be made by the Hirer remains unpaid in full
 - 3.3.2 If the Hall is required for use as a Polling Station subject to the return in full of any Booking Charges paid

3.3.3 If the Hall or any part of it becomes or is rendered unfit for the purpose for which it has been hired and in any such circumstance the Committee shall not be liable for any consequential loss or expense

3.4 A booking may be cancelled by the Hirer in writing to the Booking Clerk up to 28 clear days before the Event whereupon the Booking Charges (and any Security Bond) which has been paid shall be refunded in full; on cancellation so notified up to 14 clear days before the Event one half of the Booking Charges (and the whole of any Security Bond) shall be refunded. On cancellation within 14 days of the Event the whole of the Booking Charges shall be forfeit.

4. Payment and Invoices

4.1 Save as mentioned in 4.2 below full payment of the Invoice is due and payable forthwith on delivery of the Invoice.

4.2 Where the Hirer books a series of dates for repetitions of the Event the amount of the Invoice shall be divided by the number of Events in that series to calculate the equal instalments by which the Invoice may be paid by the Hirer. The first such instalment shall be payable forthwith on delivery of the Invoice and the remainder shall be payable by equal instalments each of which shall become due and payable seven days before the occurrence of the next Event in the series.

5. Security Bonds

5.1. A Security Bond may be payable by the Hirer in such sum not exceeding £1,000 as the Committee decides. Payment of the Security Bond shall be made in full upon acceptance of the Booking or (if later) by the date which is six calendar months before the Event (time being of the essence) and if unpaid within the period allowed the booking shall be cancelled automatically and all Booking Charges paid by the Hirer shall be returned.

5.2 A booking shall remain conditional pending full payment of any Security Bond where payable.

5.3 The Security Bond paid by the Hirer shall be refunded within 21 days after the Event, subject to the deduction of the cost of all and any loss or damage for which the Hirer is responsible in accordance with these Conditions of Hire.

6. The Hirer shall, at all times during the period of hire, be responsible for the supervision of the Premises, the fabric and contents of the Hall and the prevention of damage however slight; the conduct and behaviour of all persons attending the Premises whatever their capacity; and the proper supervision of car parking arrangements so as to prevent noise nuisance and the obstruction of the car park or of the highway

7. The Hirer shall fully and effectually indemnify the Committee for the cost of all repairs for all damage done to the Premises the Hall or the fabric and contents thereof and for all costs and charges incurred by the Committee as a consequence of the hire

8. The Hirer shall not use or permit to be used the Premises for any purpose other than that stated in the Booking Form nor sub-let the Premises nor use the Premises or permit them to be used for any unlawful purpose nor shall anything be done or brought

- onto the Premises which endanger the same or invalidate the insurance thereof or which cause nuisance or damage to any third party.
9. The Hirer is solely responsible for insuring any third party claims which may lie against the Hirer as a consequence of the hire.
 10. At the conclusion of the hire the Hirer shall return the Premises and any contents to the Committee in good repair and clean and tidy in accordance with these conditions. All rubbish and waste must be promptly removed from the Hall, recycled as appropriate. The Premises must be left secure and the keys returned immediately to the Booking Clerk.
 11. The Hall is and shall be available to all persons without regard to gender, race, nationality, disability, sexual preference, religion or belief.
 12. No person shall interfere with any electrical equipment and switchgear in the Hall or the Premises save for temperature controls which must be returned to their original settings at the conclusion of the hire. The Hirer shall ensure that all persons attending the Hall follow best practice in their safe use of the equipment available in the Hall including, but not limited to, kitchen utensils and equipment, lighting and audio equipment, stepladders and safety equipment.
 13. Protection of Premises
 - 13.1 Without the prior written consent of the Committee (which may be refused or granted subject to such conditions as the Committee may in their discretion require) no person shall drive any nails or screws into, or affix machinery to the fabric of the building, or attach posters, notices, leaflets or other articles to the notice board.
 - 13.2 The Hirer shall ensure that any electrical appliances brought by them to the Premises and used there shall be safe and in good working order and used in a safe manner and are removed at the conclusion of the hire.
 14. The Hall is normally available for use between the hours of 8.00am and midnight each day of the week. In order that our neighbours are not disturbed the Hirer shall ensure that the minimum of noise is made during the period of hire and in particular that no noise is audible outside or from within the Premises after 11.00pm. Every precaution shall be taken by the Hirer for patrons to vacate the Premises in a quiet and orderly manner, and the Premises and the car park shall be closed and cleared of patrons by the time specified in the Booking Form.
 15. No illegal drugs or substances shall be brought onto the Premises or the Hall or any part of it or used or consumed thereon, neither shall any person be admitted to the Hall who is intoxicated by drink or drugs.
 16. The Committee its officers members and employees shall not in any circumstances be responsible for injury to persons or for damage loss or injury to goods or property brought to the Premises or to the Hall for any purpose, nor for any items left there during or after the period of hire.

17. The Hirer shall indemnify the Committee against all monies and expenses which the Committee may incur by reason of infringement of copyright occurring during the period of hire.
18. The Hirer shall fully observe and comply with the accompanying Fire Safety and Evacuation Procedures - Notice to Hirers, including (but not limited to) before the start of the Event drawing to the attention of those attending the Statement of Actions to be taken in the event of Fire.
19. The Hirer shall comply with all regulations and guidance related to COVID-19 and shall comply with any special conditions of hire imposed by the Committee from time to time.
20. **INSURANCE:** The general insurance of the Hall includes Hirers' Liability which extends Public Liability insurance to provide cover for any non-profit-making hirers of the Premises. Private events such as parties or weddings held at the Hall would be covered automatically, as would individuals fundraising on behalf of a Charity. A non profit-making hirer is any club or society which does not make trading profits from their operation. Please let us know if you require any further information, or if you wish to inspect a copy of the summary of our insurance cover

REGULATIONS

- A. The Hall or any part of it must not be used for any purpose other than that described in the Booking Form neither shall it be used for any unlawful purpose or for activities which may lead to disorder, nuisance or annoyance, cause harm to children or others, or render invalid any policy of insurance.
- B. No flammable substances must be brought into or used in the Premises or the Hall.
- C. No internal decorations of a combustible nature (for example, but not limited to, cotton wool, polystyrene or candles) shall be used or erected without the prior written consent of the Committee. No decorations shall be put up on or near to light fittings or heating appliances.
- D. No additional heating appliances shall be brought into the Premises or used without the prior written consent of the Committee. Portable Liquefied Propane Gas (LPG) appliances are strictly forbidden.
- E. All means of exit or escape from the Premises must at all times be maintained free from obstruction and immediately available for escape.
- F. Performances involving danger to person or property or of a sexually explicit nature shall not be given

CONDITIONS RELATING TO THE CONSUMPTION OF ALCOHOL

If you have indicated on the Booking Form that an Alcohol Licence is required, you will have received from the Booking Clerk a copy of the Premises Licence held by the Committee (ref. no. 001954) with the Mandatory Conditions applicable to that Licence. A further copy of the Premises Licence is kept within the Hall for reference with a summary on the notice board. The following additional Conditions of Hire apply to the consumption of alcohol.

1. For the purposes of the Premises Licence applicable to Oxton Village Hall, the Responsible Person is the Committee who authorise and require the Hirer, being an individual of the age of 18 or over to become the Responsible Person and to take charge of, and to be present upon the Premises at all times when members of the public are in attendance at the Event. The Responsible Person shall ensure that there is due compliance with these Conditions, and with all conditions of the Licence relating to the management and supervision of the Premises.
2. The Hirer may appoint another person aged 18 or over to be the Responsible Person for the Event provided that the Committee is notified of the name and address of such nominee prior to the Event and provided also that such nominee agrees to accept responsibility for the conditions of the Premises Licence and for the management of the Event to ensure that no nuisance or illegality is caused either inside or outside the Hall.
3. For the purposes of these conditions the Responsible Person is the Hirer or the person nominated as Responsible Person to the Committee by the Hirer as above.
4. The Responsible Person shall ensure that, in order to prevent disturbance to neighbours and to avoid violent or disorderly conduct, care shall be taken to avoid excessive consumption of alcohol. Drunk or disorderly behaviour shall not be permitted in the Premises, in the Hall or in the vicinity.
5. Alcohol shall not be served to any person appearing to be intoxicated or 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 required to leave the Hall.