



Redwick Village Hall

Charity No: 524378

Terms & Conditions

Redwick Village Hall Terms and Conditions of Hire

1. Application.

- 1.1. Redwick Village Hall (**the "Hall"**) includes the main building, the outside ground and car parking area.
- 1.2. Hirers must be aged 18 or over and will be deemed in charge of the Hall and supervising the event to comply with these Conditions of Hire, (including that related to the consumption of alcohol where applicable).
- 1.3. The Redwick Village Hall Management Committee (**the "Committee"**) reserves the right to refuse any application for hire of the Hall without stating a reason.
- 1.4. Where the Hirer, is a firm or incorporated company both the individual Hirer and the firm/limited company shall be and remain jointly and severally liable.
- 1.5. The Hirer shall not use the premises for any purpose other than that described on the Booking Form and, under no circumstances shall the Hirer seek to sub-let the Hall.
- 1.6. The Hirer must use all best endeavours to ensure that all attending must strictly comply with these Terms and Conditions of Hire and/or all directions given by the Committee for the safety and security of the Hall, its contents, and environs.
- 1.7. The Hirer shall exercise effective control at all times during the hiring to prevent any dangerous, disorderly, or unneighbourly conduct this includes ensuring that the adjacent pub play area is not used as this is exclusively for use by Patrons of The Rose Inn.
- 1.8. The Hirer undertakes to appoint a sufficient number and quality of competent persons, aged 18 years or over, to provide adequate supervision throughout the hiring and/or to ensure the provisions and stipulations referred to in these Terms and Conditions of Hire.

2. Payment of Hire, Bond and Bar

- 2.1. The Hire charge shall be as per the published Table of Hire Charges as issued by the Committee from time to time (see website for current information).
- 2.2. A £100 bond is charged to secure the Hall and must be paid at the time of booking and is in addition to the hire charge and any Bar fee which shall be as per the Table of Hire Charges.
- 2.3. The Bond will be returned to the Hirer in full within 5 working days of the end of the Hall hire period where the Committee has deemed that no conditions in this Hire Agreement have been breached. Where conditions have been breached the bond/deposit will not be returned, or a percentage maybe returned.

- 2.4. For regular Hirers, (i.e., users who repeatedly and frequently book the Hall for events) payment should be within 14 days of invoicing. Late payment shall lead to an additional penalty of 10% of the invoiced amount.
- 2.5. In the event of the cancellation of a one-off session booking, within less than 28 days of the booked date the Hirer shall lose a percentage of their bond of £100 in line with The Table of Hire Charges as is published from time to time (see website for current details).
- 2.6. The hire of the Hall does not entitle the Hirer to use or enter the Hall at any time other than the specific hours for which the Hall has been hired, except to inspect the premises before an event by prior arrangement with the Booking Clerk via info@redwickhall.org.uk.

3. Premises Licence (Licensing Act 2003)

- 3.1. This Act regulates the sale and supply of alcohol, the provision of entertainment and the provision of late-night refreshment, particularly offences relating to alcohol and for connected purposes.
- 3.2. Only alcohol provided by the Charity can be sold and consumed in the Hall unless the alcohol being consumed is:
 - 3.2.1. Not being charged for, the total number of attendees is 50 or less and has been agreed in writing by the Charity.
- 3.3. The Hall is licensed for several activities and the Licensing Conditions associated with the Premises Licence are displayed in the Hall foyer.
- 3.4. It is the Hirer's legal responsibility to familiarise themselves with the Licensing Conditions and the Hirer is deemed to have had notice of the Licensing Conditions.
- 3.5. The objectives of the Licensing Act(s) being prevention of crime and disorder, the safeguarding of public safety, prevention of public nuisance and the protection of children from harm.
- 3.6. In order to comply with the relevant licensing legislation, it is a condition of the hire of the Hall that the consumption of alcohol on the premises for which a fee is charged will only be permitted by arrangement with and under the supervision of the Committee.
- 3.7. Where the bar is hired there is no commitment or obligation on the Charity to provide any specific beverages and the provision of cask/real ales is not an option – see FAQ's at <https://www.redwickhall.org.uk/conditions>.
- 3.8. Failure to observe this condition and/or the Licensing Conditions may result in the cancellation of events at the Hall and/or forfeiture of all and any money paid by the Hirer.

4. Damage

- 4.1. The Hirer is responsible for all damage to the Hall and/or any furniture and equipment contained therein and/or the Hall's car park and external furnishings.
- 4.2. A fee will be charged commensurate with the work involved to restore the Hall to a hireable state where a Hirer has caused damage of any kind, left decorations up, interfered with decorations, not returned tables and chairs correctly to the storage cupboards, left water running or electrical devices. This fee may be in addition to the £100 bond taken at the time of booking.
- 4.3. Prior damage to equipment and/or malfunctioning of equipment must be brought to the attention of the Booking Clerk immediately after it has come (or should reasonably have come) to the notice of the Hirer.
- 4.4. The Committee is not responsible for any loss or damage to Hirer's personal or other property brought to or left at the Hall during the hire period. All equipment and other property of the Hirer (other than stored equipment) must be removed at the end of each

hiring or fees will be charged for each day (or part of a day) commensurate with the Hire Charges until the same is removed.

5. Insurance

- 5.1. The Hall has Public Liability cover for individuals and/or groups hiring the Hall for private functions, who have no public liability cover of their own. The Hall's Public Liability cover is only provided for non-commercial activities, which are for the benefit of the local community.
- 5.2. Any business hirer should arrange their own insurance in line with their individual needs.
- 5.3. Hirers of the Hall are hereby placed on notice that the Committee has the right at any time convenient to it, to inspect the Hirer's insurance policy and cover and, if deemed inadequate by the Committee, to require the Hirer to make good the inadequate aspects of the insurance cover forthwith and prior to the relevant hiring event.

6. Capacity

- 6.1. The maximum number of people allowed at any event in the Hall (including performers and/or helpers) shall not exceed 150 seated or 200 standing.

7. Notices, Decoration and Equipment

- 7.1. No Hirer shall affix any fixtures or fittings to any part of the Hall, but notices may be displayed but only where fixed to the fabric of the building using masking tape to not mark or damage the building.
- 7.2. Temporary decorations, such as bunting can be hung from the eyelets provided in the Hall.
- 7.3. No flags, emblems or other decorations shall be displayed outside any part of the Hall without the prior consent of the Booking Clerk. In addition, no additional lights, light-extensions, or other electrical equipment shall be used without prior consent of the Booking Clerk. Additionally, the Hirer shall ensure that any electrical appliances brought into the Hall and used shall be and remain, safe, in good working order, used in a safe manner and compliant with all relevant legislation.

8. Hygiene, Cleanliness and Tidiness

- 8.1. Hirers intending to serve food or drink, (even coffee and biscuits), should ensure that they maintain the correct level of cleanliness and hygiene as detailed in the checklist displayed in the Hall's kitchen.
- 8.2. The Hirer must leave the Hall in a clean and orderly state at the end of the session. All rubbish must be removed from the Hall (and any part thereof) and placed into the rubbish bins provided or taken away where the bins are full.
- 8.3. Kitchen equipment, if used, must be left clean and dishwasher emptied.
- 8.4. At the end of hire, chairs should be stacked, tables collapsed and stored away, and trolleys are available for this purpose.
- 8.5. Hirers must provide their own tea towels, and other kitchen consumables if required. The checklist provides suggestions for hirers.
- 8.6. The Committee reserves the right to impose extra charges at any time. These charges may include the costs associated with, (but not exclusively related to), leaving on energy usage equipment and/or water running.

9. Recycling

9.1. The Hall has no recycling facilities and it is the responsibility of the Hirer to ensure that all recyclable items are removed from site at the end of the Period of Hire. This includes but is not limited to:

- Cans.
- Glass products, such as bottles.
- Cardboard in all forms.
- Plastics, such as bottles and packaging.
- Food.

9.2. Where a Hirer fails to comply with Clause 9.1 a suitable charge will be deducted from the Bond/Deposit by the Hall to cover the cost of recycling and/or any fines received from any Public Body or organisation appointed by a Public Body.

10. Parking.

10.1. Parking facilities are limited, and users of the Hall's carpark do so entirely at their own risk.

10.2. Cars must be parked in an orderly manner in order to maximise parking space in the Hall's car park.

10.3. Parking is not permitted in the Rose Inn's car park which is for their customers only.

10.4. Large parties that require additional parking should be aware that it is possible to arrange additional parking in an adjacent field but, apart from the payment of an additional £50.00 by the Hirer, such arrangements will be independent of the Hall and the Committee who disclaim all and any liability arising therefrom. It will be the responsibility of the Hirer to advise the Booking Clerk of such additional parking arrangements.

10.5. Parking in the village is limited and the Hirers are asked to ensure that attendees at their event do not block or restrict access to any Redwick properties.

11. Hall's Good Neighbour Policy.

11.1. Hirers are asked to respect the fact that the Hall is in a residential area and noise/music volume should be kept to a respectable level, the patio doors shut by 10.30 pm and the Hall to be vacated by midnight.

11.2. The Hall's Premises Licence stipulates that noise emitting from the Hall shall not exceed the existing background noise-level at any time by more than 5 dB at any residential property ("The Permitted Noise Level") when measured and corrected in accordance with BS: 4142:1997. It is therefore a condition of Hire that the doors and windows of the Hall are kept closed to limit noise to the Permitted Noise Level and the Hirer shall comply strictly with these stipulations and the Hall's Licence.

11.3. All Hirers must ensure that attendees leaving the Hall at the end of any session have been informed that they are departing into a residential area and should keep any noise to an absolute minimum whilst outside the Hall and surrounding area.

11.4. Hirers shall not allow to pass into the drains sewers or watercourses serving the Hall any substance which may cause an obstruction or injure the same and in the event of any such obstruction or injury to make good such damage to the reasonable satisfaction of the Committee.

- 11.5. Hirers are informed that if they agree not to do any act or thing then this agreement will bind any agents, workmen, servants, or other employees of the Hirer from doing any such act or thing.

12.Safety

- 12.1. It is the responsibility of the Hirer to familiarise themselves with and ensure that all written and/or verbal instructions of the Committee, particularly emergency and evacuation procedures are followed. This is particularly important for seated audiences.
- 12.2. A First Aid box is available in the Hall's kitchen and details of any accidents should be noted in diary/comment book along with details of any material (s) used from the First Aid supplies. If any such instructions, emergency evacuation procedures, First Aid box and/or accident diary/comment book are not clearly available to the Hirer, it is the responsibility of the Hirer to locate, digest and follow the terms and conditions of each such item.
- 12.3. There are fire extinguishers in the Hall that Hirers may use if required.
- 12.4. Break glass call points are in the lobby, main room and kitchen area that may be used to manually signal that there is a fire.
- 12.5. In the event of a fire of any kind, the fire brigade MUST be called by phoning emergency services.
- 12.6. THE HALL IS A NO SMOKING ZONE and as such the Hirer shall comply with the 'prohibition of smoking in public places provisions' of the Health Act 2006 and associated Regulations and shall ensure also that all attending their event comply with the provisions and regulations also. Any person who breaches these provisions and/or regulations will be asked to leave the Hall.
- 12.7. It is a condition that the Hirer has a mobile phone available to contact the Fire Service for the period of hire.
- 12.8. All electrical equipment brought into the Hall by the Hirer must comply with current electrical safety standards.

13. Compliance with Legislation Compliance with the Children Act 1989:

- 13.1. The Hirer shall ensure that all and any activities for children under eight years of age comply with the provision of the Children Act of 1989 and that only fit and proper persons (who have passed the appropriate Disclosure & Barring checks [DBS]) have access to the children.
- 13.2. Checks may also apply where children over eight and/or vulnerable adults are taking part in activities. The Hirer shall provide the Committee with a copy of their DBS check and Child Protection Policy on request but in all cases the Hirer agrees to assume sole responsibility for the safety and well-being of any children and vulnerable adults attending their event, as well as being solely liable for any and all claims arising directly or indirectly from the absence of or deviation from such DBS checks and Child Protection Policy requirements.

14.Youth Group Organisations.

- 14.1. The person or persons signing the Booking Form on behalf of an event in which there are young people under the age of 18 shall be responsible for ensuring that all necessary legal checks have been done as well as being solely liable for any and all claims arising directly or indirectly from the absence of or deviation from such legal checks and requirements.

15.General Conditions

- 15.1. A person who is not a party to these Terms and Conditions of Hire has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions of Hire but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 15.2. References to statute or to a particular statute include (unless otherwise stated) any amendment, modification, extension, consolidation or re-enactment and any statutory instrument, regulation or order for the time being in force by virtue of any statute.
- 15.3. The Committee reserve the right to cancel any hiring of the Hall by written notice to the Hirer in the event of: -
- 15.3.1. The Hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
 - 15.3.2. The Hall is required for a funeral/wake of a resident of Redwick.
 - 15.3.3. The Committee reasonably considering that:
 - 15.3.4. such hiring might lead to a breach of Licensing Conditions or other legal/statutory requirements and/or that unlawful or unsuitable activities will take place in the Hall because of this hiring and/or
 - 15.3.5. The Hall has become unfit for the use intended by the Hirer.

16.Termination

- 16.1. The Hirer's right to hire the Hall may be terminated if: -
- 16.1.1. Any fee payable is not paid in full and on time.
 - 16.1.2. Any unacceptable behaviour is intimated and/or observed and
 - 16.1.3. Any of these Conditions of Hire are breached.
- 16.2. Words importing the singular include the plural and vice versa and words importing one gender include the other genders and where any party consists of more than one person or body covenants by such party shall be deemed joint and several. The index and clause headings are for ease of reference only and have no other significance.
- 16.3. This document shall be treated as having been executed and delivered as a deed only upon being dated.

17.Jurisdiction

- 17.1. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Wales and the Parties irrevocably agree that the courts of Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions of Hire.

18.Enforceability

- 18.1. In the event that any provision of these Terms and Conditions of Hire is unenforceable under applicable law, the validity or enforceability of the remaining provisions will not be affected. To the extent any provision of these Terms and Conditions of Hire is judicially

determined to be unenforceable, a Welsh court of competent jurisdiction may reform any such provision to make it enforceable. The provisions of these Terms and Conditions of Hire will, where possible, be interpreted to sustain their legality and enforceability.