

Terms of Hire

Terms and Conditions for Hire of Newlands Valley Institute

Hereinafter Newlands Valley Institute shall be referred to as 'NVI' and the Hirer named on the Booking form as 'the Hirer'

1. Booking. All applications for the hire of the building must be sent to the Booking Secretary. The person named on the booking form shall be considered the Hirer. Where an organisation is named, the person signing hereby confirms that they do so with full authority of the organisation. The Hirer must be over 21 years of age.
2. A deposit of 25% of the total booking fee must be paid at the time of application no engagement will be booked until these have been received.
3. The Hirer should be aware of the Fire Safety protocol which is on display on the door into the Kitchen and by the Main Front door. Hirers are responsible for health and safety issues and providing information about safety procedures, Fire Exits etc. **Any accident must be recorded in the Hall Accident Book** to be found in the cupboard under the sink in the kitchen.
4. Hire Charges. The hire charges are available from the booking secretary and determined by NVI. The hire charges to be paid should reach the Booking Secretary at least 7 days before the engagement.
5. In the event of cancellation, the deposit of 25% of the total booking charge will be retained. ...
6. Right of refusal. NVI may refuse any application for the hire of the Building without stating a reason. Village organisations shall have priority over other bookings, but no organisation shall be deemed to have an undisputed right to an unbreakable series of bookings. In cases of doubt or difficulty the Booking Secretary shall refer the case to the Management Board whose decision shall be final.
7. Alcohol. Alcoholic drinks may be served free but NO sale of alcoholic drinks may be undertaken. If you hold a personal licence and you want to sell alcohol from the Institute you MUST contact the booking secretary in advance of making the booking and a copy of your personal licence will be required before the booking can be finalised.
8. Public Entertainments, Music & Dancing. All music must cease at 11.45 pm, and the Hall must be vacated by midnight.-
9. Other Licences, Theatre & Performing Rights Society NVI's Licence does not cover performances of Theatrical, Ballet, Opera or Choral Works etc. The Hirer is responsible for obtaining the requisite Performing Rights Society Licence and any other licence that may be required for their intended purpose. Any such licence must be exhibited to NVI.
10. Occupation and use. **The hire of the Building is for the specific agreed times shown on the booking form and does not entitle the Hirer to use or enter the premises at any other time.** The building shall only be used for lawful

activities. NVI does not represent that the building is suitable for any particular purpose and the Hirer must satisfy themselves in this respect.

11. Sub-let. The Hirer shall not sublet the Building or any part thereof.
12. All advertising of events should conform to the conditions of hire. Advertising includes posters, newspaper inserts, magazine inserts, tickets, radio and television announcements, social media, internet websites, and all other forms of media. Advertising which contravenes the conditions of hire may result in the forfeit of deposit.
13. Breakages and Damage. The Hirer is responsible for all damage to the building, equipment, furniture and property in the building & grounds occurring during the period of the hiring or while persons are entering or leaving the building pursuant to the hire, however and by whomsoever caused. The Hirer will be responsible for replacement 'as new' of any equipment, furniture or property and for the full cost of making good any damage to the building, fixtures and fittings.
14. Culpability. Except for wilful negligence on the part of NVI, NVI shall not be responsible for any loss of, or damage to, the Hirers or any third parties property arising out of the hiring, nor for any loss, damage, or injury which may be incurred by, or be done to or happen to, any person or persons using the building during the hiring, arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure or supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Building to be temporarily closed or the hiring to be interrupted or cancelled. The Hirer shall indemnify NVI against any claim which may arise out of the hiring or which may be made by any person using the building during the hiring in respect of any loss damage or injury.
15. Entry. The right of entry to the building is reserved to NVI and any other agent of NVI and any police officer at any time during the hiring.
16. Conduct and Good Order. The Hirer shall ensure that good order is kept in the building during the hiring. The Hirer will also ensure that those attending the engagement maintain good order during arrival and departure from the building. At all times the Hirer will take reasonable care to ensure that the occupants of neighbouring properties are not inconvenienced by noise, obstruction by vehicles and the like.
17. Cessation of activity. NVI or Committee Member(s) reserves the right to put a stop to any entertainment or meeting not properly or reasonably conducted.
18. Condition on vacation. On vacation of the building, the Hirer shall leave the building in a clean and orderly state. All rubbish and any other waste matter must be cleared from the building and suitably disposed of in the receptacles provided. **In the case of large events all rubbish must be taken away by the hirer.** The hall and cloakrooms must be left in as clean a condition as found. All tables and chairs must be distributed around the hall as found and additional tables and chair used must be put back in the storeroom. Please do not leave the wheelie bin out on the car park, this should be left where it is and the bookings secretary informed that it requires emptying (if it is left out it gets filled).

19. No additions to the building. No fixtures/fitments of any kind shall be driven into any part of the Building nor shall any placard or other articles be fixed hereto.
20. Property of the Hirer and the Hirer's agent must be removed from the Building within 15 minutes after the expiration of the hiring or fees will be charged for each hour or part thereof until the same is removed. NVI accepts no responsibility for any property left on the premises after the hiring. In the case of bazaars, jumble sales and any other occasion when property is brought into the premises for sale, all property remaining unsold at the termination of the hiring will be considered the property of the Hirer for the purpose of the condition.
21. Signage. The Hirer shall remove any sign, flag, emblem or other decoration displayed by the Hirer outside or inside the Building if in the opinion of NVI or Committee Member it shall be unseemly or expose the Building to an undue risk of fire or in the opinion of NVI or its agent is likely to lead to disturbance or a breach of the peace.
22. Fire Exits. No exits may be blocked, chairs or other obstructions must not be placed in front of heaters or fire appliances removed or tampered with, and fire doors must not be propped open.
23. Lighting. No additional lights or extension from the existing electric light fittings shall be used without the previous consent of NVI.
24. Stage shows. Any show involving the use of scenery or the like on stage is subject to the inspection and approval 14 days prior to the engagement by the local Authority and, if appropriate, Fire Brigade. Evidence of such approval must be provided to NVI
25. Capacities. The maximum number of persons allowed in the Building at any one time is 60. (Without express consent from the Bookings Secretary)
26. Smoking. Smoking is NOT permitted in any part of the building at any time.
27. The hall will be opened and closed by a member of the Management Committee.
28. Hire Period. The hire period is the time that the hirer commences and finishes using the hall. It includes the time taken for setting up and clearing up.