

Preamble

(If the Hirer is in any doubt as to the meaning of any of the following conditions of hire then they should consult with the Village Hall Booking Secretary prior to completing and submitting their booking form. Once a booking form has been signed and received by the Village Hall Booking Secretary the assumption will be, in favour of the Hall Committee, that all these conditions are understood and will be complied with.)

Clapham-cum-Newby Village Hall is a registered charity and therefore operates under the auspices of the Charity Commission. It is also licensed to operate as a premises for entertainment and certain other activities, including the sale of alcohol, via a Premises Licence issued by the local authority. It must also comply with any relevant legislation, such as the regulations that set appropriate standards for ensuring fire safety. It is also insured and must operate under the conditions required by its insurance policy. All the above dictate that there are conditions applied as to how the hall can and must be used. If the committee feels that a Temporary Event Notice (TEN) would be in our best interests for this hiring then we can require you to give notice of a TEN.

For the purposes of these conditions, the term Hirer shall mean an individual Hirer or, where the Hirer is in an organisation, that organisation's authorised representative.

Version and modification history

This document is reviewed and updated as required. It was updated in March 2024 to include additional detail relating to the new Premises Licence issued by North Yorkshire Council. It was updated again in July 2024 to include details of the policy in respect of cancellation of bookings and add additional clarification of some of the conditions. It was most recently updated in August 2025 to add detail of the new Fire Safety Policy, introduced as a result of new legislation from central government, and is currently at version 2508.

Conditions of Hire

- Supervision:** The Hirer will, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage (however slight) or change of any sort, and the behaviour of all persons using the premises whatever their capacity. This includes proper supervision of car parking as detailed at (2) below.
- Parking:** The yard immediately in front of the Hall's Main Entrance is for use by disabled drivers only and only then if there is no obstruction to the right of access through the yard enjoyed by the building's neighbours. All other vehicles must be parked on Cross Haw Lane or in the public (Yorkshire Dales National Park) car park in the village. Vehicles using Cross Haw Lane must be parked with due consideration to residents and other road users by not obstructing the highway or blocking driveways.
- Use of Premises:** The Hirer shall not use the premises for any purposes other than those described in the hiring agreement and only during the dates and times as specified on the hiring agreement. They shall not sub-hire. They may not use the premises, nor allow the premises to be used, for any unlawful purpose or in any unlawful way, nor do anything, or bring onto the premises anything, which may endanger the same or render invalid any insurance policies in respect thereof.
- Premises Licence:** The hall may only be used for purposes permitted by its Premises Licence, and only within any permissible timeframes. The hall may not be used between midnight (extended to 00:15 on New Years Day only) and 7am. The licence permits the supply of alcohol on the premises, and for consumption only on the premises, from noon to 23:30 though this is subject to the explicit permission of, and at the discretion of, the Committee. Anyone supplying alcohol must be in possession of a personal licence for such supply (or must be acting under the supervision of a person holding such a personal licence) and must act in accordance with the requirements for the supply of alcohol as detailed in the premises licence. The premises is not licensed for adult entertainment. The premise's licence dictates that noise shall be kept to a minimum when arriving or leaving, and care must be taken to avoid disturbance to neighbours during performances or when music is being played if, for example, the windows are opened. The premises licence is available online in the "Documents/Other documents" section of the bookings website and should be consulted before making a booking such that you can ensure your proposed activities are permitted and lawful.
- Music Licence:** The hall has a PRS/PPL Music Licence which permits live and pre-recorded music to be played for private use or for non-commercial hires. If you wish to hire the hall for commercial or for-profit activities, then you will need your own licence before playing live or pre-recorded music.
- 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. Public Safety Compliance:** The Hirer shall comply with all commons and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays. These regulations dictate the maximum number of people that are permitted to be in the building at any one time. These capacities are further explained at clause 9, below, and it is the hirer's responsibility to ensure that they are not exceeded under any circumstances.
- 8. Rooms:** The Hall is hired out either as the Whole Venue, for sole use, or as one or more individual rooms. The individual rooms comprise the Main Hall, the Supper Room and the Kitchen. There is no charge for light use of the Kitchen (e.g. for making coffee) but for heavier use (e.g. for meal preparation or other catering) a charge is made and the Kitchen can only be hired in conjunction with the Supper Room. When individual rooms are booked then this may result in the building being shared by different groups at the same time, and the Hirer is responsible for ensuring that their attendees do not interfere with those of any other group. For noisy activities, such as children's parties, music/dancing, or ball games, then only Whole Venue bookings are accepted. Details of the current hire rates can be found online at <http://claphamcumnewbyvillagehall.org.uk> . There are special terms available for some types of use.
- 9. Hall Capacity:** The calculation of hall capacity is dependent on the available floor area after any obstructions - such as the staging, any tables or chairs, or the requirement for free-flow towards fire escape routes - has been deducted. A person standing requires 0.5m² of available floor area and a person seated requires 1.1m² of available floor area. Because of this complexity, the Hall Committee provides guidelines for capacity based on a variety of commonly used layout configurations which can be viewed via its website. The overall maximum capacity of the building is 184 all standing or 84 seated. It is the hirer's responsibility to determine the maximum capacity for their intended layout and to then ensure that it is not exceeded, and the Hall Committee is absolved of any responsibility on this regard.
- 10. Safeguarding:** The Hall Committee has a Safeguarding Policy to protect the interests of young and vulnerable people, but the Hirer is responsible for implementing their own policy during the period of their hire. The Hirer must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, the Hirer must provide the Committee with a copy of its safeguarding policy and evidence that it has carried out the relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.
- 11. Child Safety:** It is a condition of the premises licence that children are not allowed in the kitchen. It is sometimes necessary to bolt the fire exit onto Cross Haw Road to prevent children from opening the doors and running out directly into any traffic: if this is done then the Hirer must ensure that the bolt is left undone before they leave. There is an alarm that can be set for the fire exit from the toilet corridor, and which will sound if the door is opened.
- 12. Health and Hygiene:** The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. The Hirer is reminded that, where necessary, all ingredients must be shown and with all potential allergens highlighted.
- 13. Electrical Appliance Safety:** The Hirer shall assure that any electrical appliances brought by him/her to the premises and used there have been PAT tested and are used in a safe manner. All electrical equipment belonging to the hall is subject to annual PAT tests.
- 14. Indemnity:** The Hirer shall indemnify the Committee for the cost of repair of any damage done to any part of the property, including the curtilage thereof, or the contents of the building which may occur during the period of the hiring or resulting out of the hiring. This includes damage resulting from the actions of those attending the event or arising from the transportation, delivery or operation of any equipment brought onto the premises in furtherance of the event. The Hirer shall be responsible for making arrangements to insure against any third-party claims which may arise against themselves, or the organisation that they represent as appropriate, whilst using the premises. (The Village Hall Committee is insured against any claims arising out of its own negligence or through failure of its own equipment.)
- 15. Accidents and Dangerous Occurrences:** The Hirer must report to the Committee all accidents involving injury to attendees at their event, or to any member of the public which occurs as a result of their event, at the earliest possible time. Any failure of equipment, whether belonging to the hall or brought in by the Hirer or any attendees, must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995. The Village Hall Committee Chair will give assistance in completing this form.
- 16. Animals:** Animals are only allowed into the Village Hall at the discretion of the Committee. If permitted, then they must all be well behaved and not allowed near to tables where food is to be consumed. No animals whatsoever are to enter the kitchen at any time.
- 17. Compliance with The Children Act 2004:** The Hirer shall ensure than any activities for children under eight years of age comply with the provisions of The Children Act 2004 or as subsequently amended.
- 18. Fly Posting:** The Hirer shall not carry out, nor permit, fly posting or any other form of unauthorised advertisements for any event taking place at the Hall, and shall indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.
- 19. Sale of Goods:** The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently

displayed, as shall be the organiser's name and address, and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

- 20. Cancellation by The Committee:** If we must cancel a booking - for example if the hall is required for official business, as a public refuge or has to be closed as a result of a structural problem or a problem with utilities - then we will give as much notice as possible. If the hire has not already been invoiced, then we will cancel the booking and make no charge. If it has already been invoiced, then we will still expect payment but will thereafter issue a full refund. We will not be responsible for any other or consequential losses to the hirer.
- 21. Cancellation by Hirer:** If the Hirer wishes to cancel the booking, then a cancellation fee may still be charged, dependent on how much notice has been given and whether the hire was offered at the standard rate or at the discounted rate for repetitive users. The cancellation fee is expressed as a percentage of the original hire charge. If more than 30 days' notice is given, then the cancellation fee will be 0%; if less than 30 but more than 7 days' notice is given then the cancellation fee will be 50% for standard hires or 0% for discounted hires. If less than 7 days' notice is given, then the cancellation fee will be 100% for standard hires and 50% for discounted hires. In any event, if at the time of cancellation, an invoice has already been issued then it will need to be paid in full and, thereafter, the difference between the hire fee and the cancellation fee will be refunded. If an invoice has not already been raised at the time of cancellation, then it will be issued subsequently with the cancellation fee shown in place of the hire charge.
- 22. Refunds:** If you are due a refund in respect of a cancelled booking then our preference is to raise a credit note against a future booking. We will do this automatically if you have a future booking in the calendar or if you do not have your bank details registered on your account. Where you do have your bank details registered, and have no future bookings in the calendar, then we will make a refund by BACS transfer at the end of the month following the cancelled hire.
- 23. (Clause removed as it is now covered by the cancellation arrangements at clause 20)..**
- 24. Refusal of Booking:** The Committee reserves the right to refuse a booking without having to state a reason.
- 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). Any furniture, fittings or equipment should be returned to their proper positions. Fabric covered chairs must be stacked but no more than four high. If the fire escape doors have been opened during the hire then particular attention must be paid to ensuring that they have been properly closed and secured before the building is vacated. The Committee shall be at liberty to make an additional charge if there has been a failure to clean and tidy satisfactorily.
- 26. Heating thermostat:** In cooler weather, the hall should have been warmed prior to your arrival and the heating will remain on until shortly before your session ends. It may come back on again if another group has booked a session for immediately after your own. If you wish to increase, or decrease, the temperature simply adjust the thermostats by rotating them clockwise (warmer) or anti-clockwise (cooler) The figures show on the thermostat indicate the target temperature at any moment in time, not the actual temperature.
- 27. Fire Safety:** The hall has a comprehensive Fire Safety Policy, published on its website, and it is a condition of hire that the Hirer reads it and ensures that their hire is conducted in accordance with the policies and processes stated therein. In particular, the Hirer must appoint a Fire Safety Manager who will be the responsible person for ensuring fire safety during their period(s) of hire. This individual must record their arrival and departure in the Fire Safety Logbook, kept in the hall, whenever they go on and off duty.
- 28. Dangerous Performances:** Performances involving danger to the public are not permitted.
- 29. (Clause removed as it is now covered by the Fire Safety Policy).**
- 30. Data Protection:** Clapham-cum-Newby Village Hall uses personal data for the purpose of managing the hall, its bookings and finances, fundraising and running and marketing the events in the hall. Data may be retained for up to 7 years for accounts purposes and for longer when required e.g. by the hall's insurers. If you would like to find out more about how we use your personal data or want to see a copy of the information about you that we hold, please contact the Hall Secretary.

Important Information: *There is a red folder, kept in a drawer in the island unit in the kitchen, and labelled Important Information. This contains such things as contact details, plans of the building - some of which show emergency equipment, and policies relating to the use of the hall and activities of the Committee. It also contains details of who to contact in the case of an emergency during the course of your hire.*