



Northborough Community Association
Northborough & Deeping Gate Village Hall,
Cromwell Close, Northborough, PE6 9DP
Charity Number: 302652

Conditions Of Hire

1. Introduction

This document details the Conditions Of Hire of Northborough Community Association (NCA), and applies to the hire of Northborough and Deeping Gate Village Hall (N&DGVH).

By submitting the Booking Form, you are acknowledging that you accept these Conditions so, if you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

2. Age

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

3. Booking process

A booking is only in effect once the Booking Officer has accepted the booking request and the deposit has been paid.

Any time required to set up an event, and clear up afterwards, must be included in the hire period. Back-to-back bookings are generally not accepted; however, any gaps between bookings should only be utilised if there is an unexpected amount of clearing up required after an event. You **MUST** allow enough time for setting up and clearing away to ensure you do not clash with another booking (e.g. setup and dismantling of a bouncy castle, decorating the hall, clearing away tables/chairs, sweeping the floor, etc.).

4. Cancellation

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, retain the deposit and/or require payment of the hire fee. At the very least, if a booking is cancelled within 14 days of the event, the deposit refund will be the lesser of £50 or the hire fee.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- b) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- c) the premises becoming unfit for your intended use.
- d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

5. Use of premises

You must not use the premises for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor

do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

No more than a MAXIMUM of 200 people are allowed in the hall at any one time and of these only 120 can be seated. The meeting room can seat a maximum of 12 people.

No equipment/materials are to be used in the hall which will cause permanent damage or marking, for example:

- no Sellotape or staples are to be used in decorating the hall;
- only soft balls to be used and NO FOOTBALLS.

6. End of hire

You are 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 we may make an additional charge.

When the event has finished you MUST ensure:

- a) all party decorations are removed.
- b) all tables and chairs are stacked on the appropriate trolleys, with no more than 30 CHAIRS TO EACH TROLLEY and only 5 ON EACH ARM.
- c) the kitchen is left clean and tidy. All crockery/cutlery must be returned to cupboards and drawers. The cooker main switch and water boiler to be switched off.
- d) the hall is thoroughly cleaned and tidied, including the toilets, entrance hall and outside areas.
- e) all rubbish is removed from the premises and taken home or emptied into the appropriate outside bins.
- f) all radiators are left switched ON, so the automated heating schedule heats the room for the next users.
- g) all cookers are turned off.
- h) all electrical appliances are turned off and unplugged.
- i) all lights are switched off.
- j) all internal doors are closed.
- k) all outside doors and windows are closed and secured.
- l) keys are returned to the location from which they came.

This checklist is included on a notice by the exit door.

7. Supervision

During the period of the hiring, you are responsible for:

- a) supervision of the premises, the fabric and the contents.
- b) care of the premises, safety from damage however slight or change of any sort; and
- c) the behaviour of all persons using the premises whatever their capacity, including:
 - a. Proper supervision of car parking arrangements so as to avoid obstruction of the highway and possible injury.
 - b. Ensuring no one risks injury by working at height.

If you come across any equipment that is considered unsafe, it must be marked as such and taken out of use.

As directed by us, you must make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

Any fines imposed upon the hall, as a result of activity at an event, will be passed onto and paid by the hirer.

8. Third party suppliers

The hall takes no responsibility for any agreements made between the hirer and any third-party suppliers they may choose to use. Should there be any issues relating to the third-party supplier's services or equipment, these issues need to be addressed by the third-party supplier, and the hall holds no liability for any expense or loss of income to the hirer or third-party supplier.

It is the responsibility of the hirer to ensure that any third-party suppliers:

- used for the event (e.g. for inflatable bouncy castles) have proper and adequate insurance and have carried out a risk assessment.
- using electrical equipment provide their own power supply. The hall's own power supply is not to be used if their equipment is likely to trip the hall's circuit breakers.

9. Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire risk assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Booking Officer.

The hirer of the hall:

- is responsible for health & safety during their event. Any incidents must be reported in the accident book located in the First Aid cupboard in the kitchen.
- must make sure they, and anyone else helping in the running of an event, familiarise themselves with the Fire Safety Notice (clause 10) and the end of hire checklist (clause 6).

For safety reasons, the following are not to be used in the hall or the surrounding area:

- a) Barbeques.
- b) Candles and tea-lights.
- c) Any other equipment/device that incorporates an open flame.

10. Fire safety notice

These details are posted by the entrance door and on the main notice board, together with a floorplan showing the location of fire equipment and escape routes.

There is no telephone at the hall, so a mobile phone must be available in case a call to the fire brigade is required.

In advance of, and throughout, any activity whether regulated entertainment or not you must ensure the following items:

- a) You understand the importance of fire doors and of closing all fire doors at the time of a fire.
- b) You are aware of the location of the fire equipment and escape routes.
- c) Fire and safety equipment is not misused or removed from its designated location.
- d) You understand the method of operation of escape door fastenings.
- e) All fire exits are unlocked and panic bolts are in good working order.
- f) All escape routes are free of obstruction and can be safely used for instant free public exit.
- g) Fire doors remain closed and are not wedged or propped open.
- h) Exit signs are illuminated.
- i) There are no fire-hazards on the premises.
- j) You know the location of the first aid box.
- k) You are aware of who is attending the function in case of an evacuation.

- l) Members of your group are designated to ensure the building is vacated without taking personal risk and that all people at the function are accounted for.

In the case of a fire:

- a) Call the Fire Brigade immediately.
- b) Evacuate the hall:
 - a. Ensure that everyone leaves the building by the nearest available exit. UNDER NO CIRCUMSTANCES SHOULD ANYONE stop to collect personal belongings.
 - b. Fire exit doors are located at the back of the hall, side of the hall and annex as well as the main entrance door.
 - c. Under NO circumstances should anyone re-enter the building until instructed by a responsible person that it is safe to do so.
- c) If it is safe to do so, all electrical appliances should be switched off and doors and windows closed.
- d) If possible, attack the fire with the appliances available but AT NO TIME should anyone take personal risks. There are fire extinguishers located in the KITCHEN, LOBBY and SIDE of the hall. A fire blanket is located in the kitchen.
- e) Contact Sharon Roberts (5, Rippons Drove, Northborough, Peterborough, PE6 9AG. Tel: 07523 861289)

At the end of your event, ensure you complete the instructions on the end of hire checklist shown by the main exit door.

11. Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided you must make use of it in the interests of public safety.

12. Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Booking Officer will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

13. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, 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.

It is EXTREMELY important that all users of the Hall respect local residents with regard to noise levels from both the users of the hall and any hired music. There must be NO music at all after 23:45.

Under no circumstances are fireworks to be discharged in the hall or on the playing field.

14. Alcohol, drunk and disorderly behaviour, and supply of illegal drugs

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- a) no one attending the event consumes excessive amounts of alcohol.
- b) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. You must ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

Participants can bring their own alcohol to private events; however, if a "licensable activity" is involved, then a Temporary Event Notice must be obtained for your event. A copy of the Temporary Event Notice MUST be provided to the Booking Officer at least 14 days before the event. Licensable activity includes:

- a) selling alcohol, including honesty bars, 'sales' using the 'every-affle-ticket-wins-a-drink' system, or similar activity.
- b) serving alcohol to members of a private club.
- c) providing entertainment, such as music, dancing or indoor sporting events.
- d) serving hot food or drink between 11pm and 5am.

More details and a link to the application form can be found here (<https://www.gov.uk/find-licences/temporary-events-notice/peterborough>).

You must ensure that there is NO UNDERAGE drinking in the Hall.

15. Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. You must ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside (no-one must smoke within five metres of any door or window that opens) and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

16. Food, health and hygiene

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with refrigeration; however, we cannot guarantee that any required temperature can be maintained by our equipment.

If food is being provided, it must be prepared and served in accordance with Food Standard Agency guidelines (<https://www.food.gov.uk/food-safety>).

17. Stored equipment

Apart from tables, chairs and cleaning equipment, no items already stored in the hall are to be used without prior agreement. Much of the equipment is owned by regular users of the hall and is not available for use by other hirers.

We accept no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring, or we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- a) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended
- b) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

18. Insurance and indemnity

(i) You are liable for:

- a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents
- b) the cost of repair of any damage (including accidental and malicious damage) done to our Wi-Fi service (if any)
- c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our Wi-Fi service (if any), and
- d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our Wi-Fi service (if any), and

subject to sub-clause (ii), you must indemnify us against such liabilities.

(ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

- a) any insurance excess incurred and
- b) the difference between the amount of the liability and the monies we receive under the insurance policy.

(iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Booking Officer. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

19. Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

20. Music copyright licensing

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

21. Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

22. Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

23. Safeguarding children, young people and vulnerable adults

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

24. Explosives and flammable substances

You must ensure that:

- a) highly flammable substances are not brought into, or used in any part of the premises.
- b) no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

25. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

26. Animals

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises.

27. Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep us indemnified accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

28. Sale of goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

29. Wi-Fi Services

When using the Wi-Fi service you agree at all times to be bound by the following provisions:

(i) not to use the Wi-Fi service for any for the following purposes:

- a) Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
- b) Transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
- c) Interfering with any other persons use or enjoyment of the Wi-Fi service; or
- d) Making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;

(ii) to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

30. Termination of the Wi-Fi service

We have the right to suspend or terminate our Wi-Fi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- a) if you use any equipment which is defective or illegal;
- b) if you cause any technical or other problems to our Wi-Fi service;
- c) if, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service;
- d) if you resell access to our Wi-Fi service; or
- e) if you use our Wi-Fi service in contravention of the terms of these Standard Conditions.

31. Availability of Wi-Fi Services

(i) Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be fault-free or accessible at all times.

(ii) It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi service and is switched on. The availability and performance of our Wi-Fi service is subject to all memory, storage and any other limitations in your device. Our Wi-Fi service is only available to your device when it is within the operating range of the main hall.

(iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our Wi-Fi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our Wi-Fi service. Network speed is no indication of the speed at which your Wi-Fi enabled device or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

32. Privacy and Data Protection

(i) We may collect and store personal data through your use of our Wi-Fi service.

(ii) We may process all information about you which is provided in relation to our Wi-Fi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the Wi-Fi service.

(iii) By using our Wi-Fi service, you agree to the terms of clauses 29 through 32. If you would like more information or object to anything in these conditions, you should speak to the Booking Officer.

33. CCTV

The operation and management of the external CCTV System installed at the Hall is regulated under the General Data Protection Regulations (GDPR) and will remain so until the GDPR is no longer directly applicable in the UK. The General Data Protection Regulation (GDPR) is defined as ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time. The Committee, and its staff, shall comply with any notification requirements under the Data Protection Legislation. When handling Customer data, the Committee will ensure the security of the data is maintained in accordance with our policy guidelines.

34. No alterations

You must not make any alterations or additions to the premises, nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

35. No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

36. Version control

Date	Changes	Version
19 Nov 2025	Document written as part of a full review of NCA Policies & Procedures	1