

SWAFFHAM PRIOR VILLAGE HALL

TERMS AND CONDITIONS OF HIRE

Please note that SPVH is run as a Charity and has no paid employees, the Management Committee being composed entirely of volunteers who are not reimbursed for their time.

Therefore, Hirers are requested to show understanding and consideration when contacting any members of the Committee about any issues.

- Application for the hire of Swaffham Prior Village Hall should be made to: Bookings Clerk:
Email: bookings.spvh@gmail.com, Tel: 07501 230256, or online at www.swaffhampriorvillagehall.co.uk.
- The **key** is kept in an external key box. The key may not be removed from the premises and must be returned to the box immediately after the period of hire. The code for the box will be sent by the Bookings Clerk. During hire, all keys are the responsibility of the hirer. In the event of loss or non-return of keys, the Committee reserves the right to charge £200 for the cost of replacing the lock and associated keys.
- Hirers must be aged **21 years or over**.
- The Hirer should report immediately (or as soon as possible) by email or on the online feedback form (which is on the web-site) if the condition of the Hall is not satisfactory and report any existing damage, breakages or loss noticed at the beginning of the period of hire.
- The Hirer shall not use the premises for any purpose other than that described in the Booking Form and shall not sub-hire the premises.
- The Hirer must ensure there is no inconvenience to neighbours or to simultaneous users of the building. **Start and finish times shown on the Hire agreement must be complied with** so as not to impinge on any previous or subsequent event.
- **Limitations of Times of Hire:** Music (see item 34) and Entertainment (see items 35 and 36) must not continue after the following times:

Monday to Thursday	11:00 pm
Friday and Saturday	11:45 pm
Sunday	10:00 pm
- **Single bookings:**
 - (a) The **hire cost** for **single bookings** is due **14 days before** the date of the event.
 - (b) For **whole days** or other significant events, a non-returnable deposit of £50 may be required at the **time of booking** with the balance of the hire cost due 14 days **before** the date of the event.
 - (c) For **single bookings**, a **returnable damage deposit of £100** may be required and is also due **14 days before** the event. All, or a portion of this deposit may be withheld if the Hall is left in an unsatisfactory condition.
- **Multiple bookings:**
 - (a) The **hire cost** for **multiple bookings** is due 14 days **before** the last booked event.
 - (b) In the case of **late payment**, the following charges will be imposed: 5% of the total hire charge (i.e. before discount) for every 30 calendar days overdue.
 - (c) Authorised regular users will be invoiced at the end of each month and all payments must be kept strictly to terms

- **The Hirer shall repay** on demand the cost of reinstating, replacing or repairing any part of the premises, or any of the property, equipment, furniture or fittings owned by the Hall that are damaged, destroyed, stolen or removed during the period of hire. The cost of any extra cleaning that is incurred will be charged to the Hirer.
- While the Village Hall Committee will take reasonable precautions to ensure that the Hall is fit for use, **no liability will be accepted** for any loss, damage, liability claim, cost or expense directly or indirectly caused by, contributed to by, or in connection with
 - (a) a **communicable disease** or
 - (b) the fear or threat (whether actual or perceived) of a **communicable disease**.
- All areas of the Hall must be left **clean, tidy, swept, and all surfaces should be wiped using a suitable disinfectant** (to be provided by the Hirer). If the hall requires cleaning after your event by a subsequent hirer, a member of the committee or external cleaning company, a penalty charge of £50 will be made
- **A MAXIMUM OF ONE PLASTIC BAG OF RUBBISH**, securely tied, may be put into a dustbin outside. **Anything in excess of this must be removed at the end of the hiring.** All glass bottles and other materials for recycling must be taken away.
- **Cancellation by the Hirer**
 - (a) If a booking is cancelled by the Hirer within 14 days of the event, 50% of the hire cost will be charged.
 - (b) If a booking is cancelled by the Hirer within 24 hours of the event, 100% of the hire cost will be charged.
- **Cancellation by the Village Hall:** The Village Hall reserves the right to cancel this hiring 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) the Village Hall Management Committee reasonably considering that
 - i. such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
 - ii. unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- the premises becoming unfit for the use intended by the Hirer;
- 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, the Hirer shall be entitled to a refund of any deposit or fee already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever. **If this is of concern**, the Hirer should consider obtaining insurance cover to offset any losses in the event of cancellation The Committee may refuse any booking and reserves the right to terminate a **long-term hire** agreement if any of the conditions set out herein are infringed.
- **Numbers of People Attending Events:** A maximum of 120 people (seated) is allowed for shows with a stage. For a dance or similar event, where the only seating is around the walls, the number must not exceed 140.
- **The Committee reserves the right** for its officers or agents to enter any part of the premises at any time.
- **The Meeting Room is reserved for adult use**, and may only be used by those hirers on whose Booking Form its use is stated as permissible. Its use is not included in the general hire of the Hall. **No more than 20 people** may attend a meeting in this room.
- The Hirer shall ensure that no animals except guide dogs are brought into the premises, other than for a special event agreed to by the Village Hall. **No animals whatsoever are to enter the kitchen at any time.**

- **The Kitchen** and its facilities may be used by all hirers. Please show consideration if the hall is being used by more than one Hirer at a time. All crockery, cutlery, etc. Must be washed, dried and put away after use. Before vacating the building please close the kitchen door and hatch.
- There are fixings on top of the curtain pelmets for hanging balloons and similar. **No nails, fastenings of any kind (including Blu Tack, Sellotape and drawing pins)** are to be driven into or affixed to any wall, partition or other fittings or furniture except on the notice boards provided. The cost of repairing any damage caused will be charged to the Hirer.
- **Lighting:** There is a range of lighting suitable for various functions. Please ensure that the lights are used sensibly and without unnecessary waste of electricity.
- **Electrical Appliance Safety:** The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.
- **No equipment** may be stored in the building without the prior permission of the Committee. All other equipment or property must be removed at the end of each hire period or fees may be charged at the hiring rate until it is removed. The Village Hall accepts 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.
- If the Hirer wishes to erect a **Marquee** on the front lawn, agreement must be obtained from the Bookings clerk beforehand. Failure to do so may result in a supplementary charge. The Hirer must comply with local fire and any other relevant local regulations. Fire regulations stipulate that no marquee may be closer than six metres to the front of the Hall, although it may be connected by a covered walkway with escape routes. The company erecting the marquee **must have sufficient public liability insurance** and a copy of the company's insurance policy must be given to the Bookings Clerk at least seven days before the event.
- **Accidents:** The Hirer must report all accidents involving injury to the public to a member of the Committee as soon as possible and complete the relevant section in the Village Hall's Accident Book, which is in the Kitchen. Where appropriate the Hirer is responsible for providing a First Aider.

Fire Alarm:

- In the event of a fire, the fire alarm should be triggered, the Hall should be completely vacated (see items 31(a) to 31(c)) and the Fire Brigade contacted.
- If the fire alarm is triggered in the absence of a fire, the Hirer must contact a keyholder (Philip Blackburn on 0750123256 in the first instance - or Dan Spencer on 07876750455 or Jenny Brand on 07775761470 if unavailable);
- If the fire alarm is deliberately triggered in the absence of a fire, the **Hirer will be liable for a fine of at least £25.**

In advance of any activity whether regulated entertainment or not the **Hirer shall check** the following items:

- that all fire exits are unlocked and panic bolts in good working order;
- that all escape routes are free of obstruction and can be safely used for instant free public exit;
- that any fire doors are not wedged open;
- that exit signs are illuminated;
- that there are no obvious fire hazards on the premises;
- that the Emergency Exit Lights are turned on during the whole of the time the premises are occupied.

The Hirer is responsible for:

- keeping a record of all attendees and
 - i. checking this in event of the need for emergency exit,
 - ii. contacting all attendees if there is any incidence or report of any communicable disease in any attendee during or after the hire period;
- ensuring that all users are aware of the location of the fire alarm, fire exits, and the assembly points;
- organising the orderly and safe admission and departure of all persons to and from the premises and the orderly and safe clearance of the premises in case of emergency;
- ensuring that the Disabled Parking spaces are not used or blocked by unauthorised vehicles;
- ensuring that the Emergency Exit Lights are switched off when the building is vacated;
- maintaining the safety of the premises and good order during the event;
- ensuring that all exit doors, and the corridors leading to the exit doors, are unobstructed and immediately available while the premises are in use;
- preventing the use of footwear or any other items liable to damage the floors;
- ensuring that all lights are switched off, windows closed, and doors locked on vacating the premises;
- nominating a person to be **responsible for summoning help in case of injury or illness**.
- **Sale of alcohol:** Under the Licensing Act 2003, Temporary Event Notices (TENs) are required for the sale of alcohol. This includes events where supply of alcoholic drinks is included in the ticket price. Swaffham Prior Village Hall has the option of twelve TENs in any one calendar year. **No TEN may be given without the approval of the Committee**. The Hirer shall provide a copy of the TEN at least 14 days before the event and ensure that all conditions of the TEN are complied with.
- **Smoking:** Smoking is prohibited in the Village Hall at any time. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.
- **Music:** The Village Hall is covered by the PPL PRS Ltd. 'TheMusicLicence', which allows the playing of live and recorded music on the village hall premises. Further details can be found at the PPL PRS Ltd. website (<https://pplprs.co.uk>).
- **Film:** Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.
- **Theatrical events:** Where necessary, the Hirer is responsible for obtaining a theatrical licence and for complying with performing Rights Society Regulations and all Police and Fire regulations pertaining thereto.
- **No rights:** The Booking Form is a hiring agreement and constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.