# **Swardeston Village Hall**

Charity Number 1116191
The Common
Swardeston
NR14 8DL

Bookings Manager
Peter Thomas
Email: info@swardestonvillagehall.org.uk
Tel: 07802 371254

Please find your booking form for Swardeston Village Hall. This is a legally binding document. To book the hall please:

- Print this document
- Retain the Hire Agreement and Conditions of Hire for your own records
- Complete and sign the booking form (page 5) and return to the booking's manager (details above) either by email or by post to:

Swardeston Village Hall C/O Peter Thomas The Common Swardeston Norfolk NR14 8DL

If you have any queries, please do not hesitate to contact Peter Thomas on the mobile number above.

Thanking for supporting Swardeston Village Hall

## **Swardeston Village Hall**

Charity Number 1116191 The Common Swardeston NR14 8DL

Booking Clerk: Peter Thomas, Telephone 07802 371254

## **Hire Agreement**

#### Introduction

- Swardeston Village Hall is a registered charity, run and maintained by a committee of Trustees, for the benefit of the residents of Swardeston Village and its environs. It's use by others is welcomed when there is no other booking.
- All users are to be represented by an Applicant who makes the Application for a Booking. It the Application is agreed by the Committee; the Applicant enters into a formal hire agreement with the Committee.
- All applicants are required to read, accept and adhere to the Terms and Regulations as set down in this Hire Agreement.

#### **Terms**

- Applicants for use of the Village Hall must be over 18 years of age and, if unknown to the Committee, may be required to establish identity.
- Applications for the use of the Village Hall must be approved by the relevant Committee Member before the Application becomes a firm booking.
- The Applicant is wholly responsible for the appropriate and legal conduct of their event or activity, the provisions of this Hire Agreement and any additional requirements as may apply in Law.
- Private Party applicants must pay a booking deposit at the time of Application and the balance before the event. Private bookings may require a damage/cleaning deposit.
- Hire charges apply to setting up and clearing up time and Applicants must take this into account.
- Charges for services and utilities are included in the hire rates.
- Applicants are to make specific arrangements with the Booking Clerk regarding access to the Village Hall and securing it after use.
- No explosive, inflammable, toxic, hazardous or infectious materials are to be brought onto the premises.
- Fire safety equipment is not to be interfered with or moved except for its intended purpose in an emergency. Notices, signs and emergency lighting are not to be interfered with or obscured.
- Setting up chairs and tables and clearing them away afterwards is the responsibility of the Applicant. PLEASE DO NOT DRAG ACROSS THE FLOOR. The hall is to be left clean and tidy after use. Any damage, breakage or loss is to be reported to the Booking Clerk immediately. Deposits may be used to defray such replacement or repair costs.
- Items left at the Village Hall premises overnight or unsupervised by day, remain the responsibility of the Applicant and not the Committee.
- The Village Hall, it's fixtures and fittings are not to be modified and loose property is not to be removed or used for a purpose other than intended. No new fixtures or fittings are to be installed by the Applicant without the specific consent of the Chairman.
- Car parking at the Village Hall is free.
- Those attending events at the Village Hall are required to leave quietly, showing due respect for the Village Hall's neighbours.
- The Trustees are authorised, and have a duty, to close the hall and terminate an event if they have reason to believe that the Law, Village Hall Premises License, or the Terms or Regulations of the Application have been or are being broken.
- Those regular users granted storage space within the Village Hall are to return all their resources to the agreed area at the end of their session and store them in a safe manner that does not create a hazard to other users. Insurance of any items so stored is the responsibility of the user.
- Whilst on the Premises children are always to be fully supervised by an adult.
- At the end of the event or activity the Applicant is to:

Return the Village Hall to the condition in which it was received.

Secure all doors and windows and close fire exits.

Check that all water taps are turned off.

Turn off all the lights.

Unplug electrical appliances (except fridges and freezers).

Complete the Accident Book if necessary.

Report any damage, breakages or losses to the Booking Clerk.

Make any constructive suggestions regarding the Village Hall, Fire Safety or Health & Safety to the Booking Clerk.

Remove any rubbish generated from the event and disregard legally and safely.

Return the keys as per agreed arrangement.

## Regulations

#### **Alcohol**

The Trustees do not allow hirers to bring alcohol onto the premises which hasn't been purchased from the social club in line with licensing laws, for either resale or personal consumption. The same applies to soft drinks if you are holding an event where the bar is open.

## Performance Rights & Phonographic Performance Licence

The Trustees purchase an annual licence from the Performing Right Society Phonographic Performance (PRS/PPL) for incidental music and/or other media-based entertainments and the like in the Village Hall Complex. Applicants representing regular use leisure groups should satisfy themselves as to whether a separate PPL licence is required for their activity and, if so, are responsible for licensing their activity appropriately. Guidance for this licence can be obtained from https://pplprs.co.uk/

#### **Fire Safety**

Main Hall

- Seated
- Standing
- Mixed Seated and Standing

Social Club

- Seated
- Standing
- Mixed Seated & Standing

Fire instructions are displayed in the Village Hall together with a plan of the premises and the fire exit routes. The Fire Safety Risk Assessment is also available. It is the Applicants duty to be familiar with the Fire Safety Risk Assessment, to be familiar with the exit routes available and to adhere to the Fire Instructions. It is a requirement for the Applicant to arrange the delivery of a briefing for those attending and to keeping fire exits clear during the event or activity. While all fire exit routes are available to those with reasonable mobility, wheelchair users should be alerted to use the main entrance if possible. Applicants organising activities or functions attended by the infirm are advised to nominate able-bodies persons to assist individuals in the case of fire evacuation.

#### **Health & Safety**

The standard HSE poster is on display in the Village Hall. The Trustees maintain a Health & Safety Policy together with a basic Risk Assessment for the premises. These documents are available on request, Hirers must conduct a Risk Assessment for the specific event and have a duty to mitigate all risks identified in their planning.

#### **Insurance**

The Trustees maintain buildings, contents and liability insurance to reasonably discharge its duties regarding its own responsibilities and activities. The Certificate of Insurance is on display in the Village Hall. Applicants may view a copy of the policy on request. This insurance may not provide adequate or even any suitable cover for Applicants and their event or activity. Applicants are urged to consider, and obtain if appropriate, their own insurance to underwrite their event or activity, to cover any property brought to the Village Hall, and to discharge their own liability towards others involved in or affected by their event or activity. If you hold such insurance, a copy of your Liability Certificate must be provided to the Booking Clerk ahead of your event.

#### First Aid

A first aid box is situated in the kitchen and behind the bar. Ensure that all accidents and incidents, whether requiring first aid or not, are recorded in the accompanying Accident/Incident Book. The completed form should be given to the Booking Clerk.

### **Smoking**

In accordance with the Law, smoking is not permitted anywhere within the Village Hall Complex.

#### **Young & Vulnerable People**

Events where children, young and vulnerable people are present must conform to the Law. Applicants must ensure appropriate supervision and that supervisors are properly accredited. Applicants must ensure that young and vulnerable people are protected from alcohol abuse.

#### **Drugs & Substance Use**

Drugs and substances that can be abused are not permitted on the Village Hall premises and Applicants are responsible for appropriate supervision of their event ton ensure drugs and illegal substances are not available.

#### **Flammable & Toxic Material**

No explosive, flammable, toxic, hazardous or infectious materials are to be brought onto the premises.

#### Security

Hirers are responsible for the security of the premises at all times during the period of hire.

### **Conditions of Hire**

The term HIRER shall mean and individual hirer or, where the hirer is an organisation, the authorised representative.

- 1. **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; including proper supervision of the car parking arrangements so as to avoid obstruction.
- 2. Use of Premises The HIRER shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-let or use the premises for any unlawful purpose or in any unlawful way or do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the sale of alcohol thereon without a licence.
- 3. Licenses the HIRER shall be responsible for complying with the conditions set by the Premises Supervisor where sale of alcohol is to occur on the premises. Under no circumstances is alcohol to be supplied to anyone under the age of 18 years.
- 4. Gaming, Betting and Lotteries the HIRER shall ensure that nothing is done on or in relation to the premises in contravention to the law relating to gambling, betting and lotteries.
- **5. Public Safety Compliance** the HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and Local Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment or stage plays.
- **6. Health & Hygiene** the HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
- 7. Electrical Appliance safety The HIRER shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order and used in a safe manner. Where a residual circuit breaker is provided under the terms of the PEL or CPL, the hirer must make use of it in the interests of public safety.
- 8. Indemnity the HIRER shall indemnify the Village Hall Management Committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of buildings which may occur during the period of the hiring as a result of the hiring. The hirer shall be responsible for making arrangements to insure against any third-party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Village Hall.
- 9. Accidents & Dangerous Occurrences the HIRER must report all accidents involving injury to the public to a member of the Trustees as soon as possible. Any failure of equipment either that belonging to the Village Hall or brought in by the hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form (obtainable from Village Hall Manager) to the Local Authority. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.
- 10. Animals the HIRER shall ensure that no animals (including birds) except guide dogs are brought into the Village Hall, other than for a special event agreed to by the Village Hall Trustees. No animals whatsoever are to enter the kitchen at any time.

- 1. Compliance with Children Act 1989 The HIRER shall ensure any activity for children under eight years of age complies with the provision of the Children Act of 1989 and that only fit and proper persons have access to the children.
- 2. Sale of Goods the HIRER shall, if selling foods 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.
- 3. Cancellation by the Trustees The Village Hall Trustees reserve the right to cancel this hiring in the event of the hall being required for use as a Polling Station for Parliamentary or Local Government election or by-election, in which case the hirer shall be entitled to a refund of any deposit already paid.
- 4. Cancellation by the HIRER If the HIRER wishes to cancel the booking before the date of the event and the Trustees are unable to conclude a replacement booking, the question of payment or the repayment of the fee shall be at the discretion of the Trustees.
- **5. Unfit for Use** In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired, the Trustees shall not be liable to the hirer for any resulting loss or damage.
- 6. Refusal of Booking the Trustees reserve the right to refuse a booking without notice or to cancel this hiring agreement either before or during the term of this agreement upon giving 7 days' notice in writing to the hirer. The HIRER hall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as has been paid by the hirer to the Trustees. The Trustees shall not be liable to make any further payment to the hirer.
- 7. 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 and any contents temporarily removed from their usual positions properly replaced otherwise the Trustees shall be at liberty to make an additional charge.
- **8. Noise** the HIRER shall ensure that the minimum of noise is made on arrival and departure.

# Swardeston Village Hall Booking Form

Name of Hirer	
Date of Booking	
Company Name (if applicable)	
Address	
Tel No	
Email Address	
Would you like to hire Village Hall, Social Club, or both. Please provide total booking fee as per the rates at the foot of this form.	
Times of Hire (please include setting up and clearing away). Is the bar required and if so, what times from and to?	
Intended Use of Hall?	
Will tickets be sold for your event?	
Is food to be served at the event?	
Will there be an exhibition of a film?	
Will live music be performed or recorded music played?	
Do you have public liability insurance (for business use only) If YES please provide copy	
Signature	
Date	

By signing this form, I acknowledge I have read and understood the attached Conditions of Hire and agree they shall form part of this agreement. I agree that the details above are correct before signing and returning this form. I declare that the information I have given in this agreement is correct to the best of my knowledge and I acknowledge that any misstatement or misrepresentation will invalidate the agreement.

To confirm your booking please scan and email this form to: bigpete502002@yahoo.co.uk Or post to: Peter Thomas, Swardeston Village Hall, The Common, Swardeston, NR14 8DL Please make cheques payable to SWARDESTON VILLAGE HALL

#### **Additional Information**

## Please note:

The Trustees agree to permit the Hirer named above to use the premises on the dates detailed, on the understanding that all special condition is always adhered to and the agreed hire rates are paid prior to the event.

If you are a business or using the Village Hall for profit making other than for charities, you must provide proof of public liability insurance prior to hiring.

The Village Hall has a license with the Performing Right Society (PRS) for the performance of copyright music and a Phonographic Performance License (PPL).

## **Booking Rates**

Facility	Rate
Village Hall	£8 per hr Mon-Fri (day or night)
	£12 per hr Sat-Sun (up to 5pm)
	£100 Weekend Evening (5pm till late)
Social Club	£8 per hr Mon-Fri (day or night)
	£12 per hr Sat-Sun (up to 5pm)
	£100 Weekend Evening (5pm till late)
Both	£12 per hr Mon-Fri (day or night)
	£15 per hr Sat-Sun (up to 5pm)
	£150 Weekend Evening (5pm till late)

## A 25% discount applies to charities where all of the monies raised are donated.

The above fees include setting out and clearing up time and apply to any one calendar day. Minimum hire period for hourly rate is 2 hours per booking.

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## **Maximum Capacity of the Village Hall Complex**

Village Hall 120 persons Social Club 60 persons