



Detailed Terms and Conditions

If the Hirer is in any doubt as to the meaning of the following, the Bookings Officer should be consulted.

Great Witchingham Village Hall (the Charity) is administered by its Management Committee (the Committee) to facilitate the running of the hall which refers to building structure, car park, and surrounding land (the premises) belonging to 'the Charity'.

Rooms are hired on the basis of a Hiring Agreement between the Committee and the Hirer who signs the Agreement (the Booking Form). The Hirer is responsible for ensuring compliance with these Conditions of Hire.

The Hall is a **NON-SMOKING** venue in accordance with the law.

1. Supervision

The person who signs the Hiring Agreement is the Hirer, and is personally responsible during the period of the hiring for:

- supervision of the premises, the fabric and the contents.
- the care of the premises, safety from damage however slight or change of any sort.
- the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements to avoid obstruction of the highway.

As directed by the Bookings Officer, the Hirer shall 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.

2. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Booking Form. In particular they shall not:

- sub-hire.
- use the premises, or allow the premises to be used, for any unlawful purpose or in any unlawful way.
- do anything, or bring onto the premises, anything which may endanger the same or render invalid any insurance policies in respect thereof.
- allow the consumption of alcohol thereon without written agreement.

If hiring the hall for any private party, the event must not be publicised on, or public invitations sent via, any form of social media.

3. 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.

4. Licences

The Village Hall Management Committee are licensed for the sale or supply of alcohol. The Committee will provide their own bar staff to manage the hall and bar for bookings that require the sale and provision of alcohol including if alcohol is sold or supplied as part of an event where entry is charged (e.g. New Year's Eve dance).

In certain circumstances, and with the prior approval of the Bookings Officer, users can bring their own alcohol onto the premises for personal consumption if it is provided free of charge as part of an event (e.g. Weddings). The hall hirer must be compliant with our Standard Operating Conditions for the Sale and Provision of Alcohol and a 'corkage fee' may be applied.

The premises holds a PPL and Performing Rights Licence for the playing of recorded music in public.

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 the Licensing Authority 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.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment as shown.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of the fire doors and of closing all fire doors.

Where loud music is being played, a person or person(s) must be nominated to ensure that the alarm will be raised if the fire alarm sounds and it cannot be heard above the sound level. This may for example mean that during an event, the bar staff or a hall manager must be responsible for turning off the music if the fire alarm sounds.

(b) The Hirer shall check the following items:

- That all escape routes are free of obstruction and can be safely used.
- That there are no obvious fire hazards on the premises.
- Ensure that the number of people on the premises at any time does not exceed the permitted capacity.

c) The Hirer will have a functioning mobile phone on the premises that can be used to call emergency services if necessary.

The committee may request that you undertake specific training on the safety precautions to be followed when hiring the hall.

6. Maximum capacities

- Main Hall – 300 persons standing, 300 seated lecture style, 170 seated at tables
- The Swan Bar and Reception area (including The Hub and Memorial Meeting Room): 100 persons standing.

The hirer agrees not to exceed the maximum number of permitted people including any performers.

When setting up tables and chairs fire escape doors must not be blocked.

Copies of suitable seating plans are available in the information pack kept on the premises.

7. Outbreaks of fire

The Hirer shall familiarise themselves with the Fire Safety Instructions displayed on the notice board in the reception area. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be reported to the Bookings Officer.

8. Health and hygiene

The Hirer shall, 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 refrigerators. Colour coded chopping boards/food preparation areas are provided and must be adhered to.

9. 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. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

10. Indemnity

(a) The Hirer shall indemnify and keep indemnified each member of the Committee and the Hall's employees, volunteers, agents and invitees against:

- I. The cost of repair of any damage (including accidental and malicious) done to any part of the premises including the curtilage thereof or the contents of the premises.
- II. All claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer.
- III. All claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

(b) The Hirer shall if necessary take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire.

The Committee is insured against any claims arising out of its own negligence.

11. Accidents and dangerous occurrences

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 on the End of Hire Checklist or form within the information pack held on the premises. Any failure of equipment belonging to the Hall or brought in by the Hirer must also be reported as soon as possible using the form within the information pack kept on the premises.

12. Explosives and flammable substances

Fireworks must not be brought into or used in any part of the premises or its immediate vicinity.

The hirer shall ensure that:

- highly flammable substances are not brought into or used in any part of the premises.
- no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Committee. No decorations are to be put up near light fittings.

13. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Committee.

14. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity.

Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises under any circumstances.

15. Animals

The Hirer shall ensure that no animals (including birds) except assistance animals such as guide dogs are brought into the premises, other than for a special event agreed to by the Committee.

No animals whatsoever are to enter the kitchen at any time.

16. Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Disclosure Barring Service (DBS) checks have access to the children for any regular or overnight activities (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Committee with a copy of their DBS checks and Child Protection Policy on request.

Hiring of the Hall for groups other than private parties involving children under 8 years of age or vulnerable adults will only be accepted if the organisation is locally known or can give evidence of affiliation to an appropriate governing body. Any individual who is not locally known wishing to run regular or overnight classes or events for unaccompanied persons under the age of 16 years, other than a private party, must produce a DBS certificate before their hire will be accepted.

17. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of the Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

18. 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.

19. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Committee is unable to obtain a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Committee. The Committee reserves the right to cancel any hiring by giving notice to the Hirer 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 Committee reasonably considering that

- I. such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements.
- II. unlawful or unsuitable activities will take place at the premises.

(c) the premises becoming unfit for the use intended by the Hirer.

(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 the Hirer shall be entitled to a refund of any deposit already paid, but the Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

20. End of Hiring

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. Please take your rubbish away with you.

The Hirer is responsible for completing and returning a signed copy of the **End of Hiring Checklist**. Failure to do this may necessitate an additional charge deductible from the Refundable Bond.

Any damage, marks, stains, breakages or defects must be reported on the End of Hiring Declaration. A charge may be made at the discretion of the Committee for declared items, and at a higher rate for any undeclared items subsequently discovered.

21. Noise and nuisance

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning, and that the noise level and behaviour at their function are not such as to cause inconvenience, annoyance or offence to occupiers of nearby houses.

The Committee reserves the right to terminate a booking where the Hiring has become disorderly or where offensive material or behaviour is in evidence.

22. No Smoking

The Hirer must ensure that no smoking takes place in the village hall, and that their guests go outside if they wish to smoke. This condition is essential for the health and safety of all who use the building and is insisted upon by our insurers. Any breach of this condition may result in loss of deposit or further charges.

23. Stored equipment

The Committee 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. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Committee may, at its discretion dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same should the Hirer;

(a) in respect of stored equipment, fail to pay any storage charges due and payable, or to remove the same within 7 days after the agreed storage period has ended.

(b) in respect of any other property brought on to the premises for the purposes of the hiring, fail to remove the same within 7 days after the hiring.

24. No alterations or attachments

No alterations or additions may be made to the premises nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Committee. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Committee remain in the premises at the end of the hiring and will become the property of the Hall unless removed by the Hirer who must make good to the satisfaction of the hall if any damage caused to the premises by such removal.

25. Care of the premises and contents

The toilets and waste water are operated by a pumping station. It is therefore essential that no objects other than standard toilet waste and the toilet paper provided is disposed of down the toilets. Objects such as nappies, wet wipes and sanitary waste MUST be disposed of in the bins provided in the toilet cubicles. Failure to comply will result in the blockage of the waste pumps and the Hirer will be charged for emergency maintenance required to the pumping station.

The main hall floor has a sprung surface with underfloor heating. On no account is anything to be dragged across it, chairs, tables and any other moveable items, are to be lifted and/or rolled.

Kitchen appliances are to be used only by competent persons aged at least 16. The dishwasher must be emptied and drained before the kitchen is closed after use. The cooker, microwave, water heater, kettle and dishwasher are to be left switched off at their wall switches.

Kitchen equipment and utensils used must be replaced clean in their proper storage.

Audio Visual Equipment may only be used by a person instructed in its use and if specifically authorised in the Hiring Agreement.

Cleaning and condition: the Hall should be found clean and ready in all respects for use by the Hirer. The Hirer should inspect the Hall at the beginning of the hiring and report any deficiencies, defects or shortcomings to the Bookings Officer as soon as possible, preferably prior to the period of use. Before vacating the Hall the Hirer is responsible for ensuring that the Hall is left fully fit for the next hiring, in particular that all surfaces, floor coverings, appliances, equipment and utensils are thoroughly cleaned and, where appropriate, returned to their proper storage. Any damage, breakages or defects must be reported on the End of Hiring Checklist.

26. Use of bouncy castles

Must be approved by the Management Committee before use. A copy of insurance cover shall be provided to the Management Committee before approval of use will be given.

27. Car parking

Parking is available in the car park. Normal care should be taken in parking off the Hall premises and supervision of parking is advised when a high attendance is expected. Please be considerate of our neighbours and do not encourage parking outside this area.

28. No Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

29. Bookings and Hiring

The Hirer must be 25 years old or over.

When the Hirer is not known to the Bookings Officer, the Hirer may be asked to produce personal identification and proof of address.

Bookings will only be accepted on a completed Bookings Form submitted to the Bookings Officer together with the due payment.

Regular and block bookings will be provisional until payment is made and in any case for any dates over a rolling period of six months ahead unless otherwise agreed. The Bookings Officer will advise the Hirer of any such bookings or any potential clashes. Cancellation of part or all of a regular or block booking must be made at least one week in advance, failure to do so will result in the booking being charged for at the normal rate.

30. Payment Terms

The following terms apply to hiring by individuals for their own or charitable use; terms for regular and commercial use are subject to specific agreement.

(a) The Hiring Fee is calculated according to the Hiring Rates published from time to time by the Committee.

(b) A deposit of 50% of the Hiring Fee is payable on the initial booking and acts as confirmation of the booking.

(c) The Refundable Bond* is £75 and is payable together with the balance of the Hiring Fee in full at least 4 weeks before the event. If the full payment is not received before this time the booking will be deemed cancelled by the Hirer and cancellation terms will apply.

**A Refundable Bond of £75 is required against damage or loss incurred to the premises and contents by the Hirer or persons associated with the event and may be varied at the absolute discretion of the Committee. The Bond will normally be repaid in full no later than 14 days after the event unless damage, loss or extra cleaning is deemed necessary. Deductions will be made before any refund, and extra charges may be levied if, in the opinion of the Committee, the cost of cleaning, damage, or loss, exceeds the value of the Bond. Any refund of the Bond will be delayed until the full extent of costs has been assessed. Cheques will be cashed upon receipt.*