

Swarraton and Northington Village Hall

Registered Charity Number: 301964

Terms & Conditions of Hire

Definitions

“Premises” – Swarraton and Northington Village Hall, Basingstoke Road, Swarraton, Alresford, SO24 9TQ including the car parking areas and the field.

“Committee” – the trustees and committee of Swarraton and Northington Village Hall.

“Hirer”, “Hire Fee” and “Hire Period” are as specified in the booking form.

“Booking Secretary” is as specified on the website for the Premises.

Booking

All Hirers must be over the age of 21 at the start of the Hire Period.

Payment

Payment for bookings must be made not less than 14 days before the Hire Period (or at the time of booking if such booking is less than 14 days before the Hire Period).

Cancellation by the Hirer

The Hirer may cancel the booking before the Hire Period by contacting the Booking Secretary. If such cancellation is:

- (a) 14 days or fewer before the Hire Period then the Hire Fee is payable in full;
- (b) more than 14 days before the Hire Period then any Hire Fee already paid will be refunded.

Cancellation by the Committee

The Committee reserves the right to cancel any hire of the Premises in the event that:

- (a) the Premises are required for use as a Polling Station for a Parliamentary or Local Government election or by-election or referendum;
- (b) the Committee or Bookings Secretary reasonably believe that the intended use of the Premises will cause a breach of licensing conditions or other legal or statutory requirements, or unlawful or unsuitable activities will take place at the Premises;
- (c) the Premises become unfit for the use intended by the Hirer; or
- (d) an emergency occurs (or is anticipated) requiring use of the Premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or other occurrences.

In which event, the Hirer shall be entitled to a refund of any Hire Fee already paid provided that the Committee shall not be liable to the Hirer for any other fees or costs.

No Alterations

No alterations or additions may be made to the Premises nor may any fixtures be installed.

Supervision and Damage

During the Hire Period, the Hirer shall:

- (a) be responsible for supervision of the Premises, all contents and the behaviour of all persons using the Premises;
- (b) ensure that any disturbance to neighbouring properties is kept to a minimum; and
- (c) be liable for all damage (including accidental damage) to the Premises or fixtures, fittings and any loss of or damage to contents.

The Hirer shall notify the Bookings Secretary of any damage or any failure of equipment belonging to the Premises as soon as possible.

Hirer's Property

The Committee accepts no responsibility for any property brought on to the Premises, and all liability for loss or damage is hereby excluded. All such property must be removed at the end of the Hire Period.

Smoking

Smoking is not permitted inside the Premises.

Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, the Licensing Authority and any other relevant body.

Emergency Exits

The Hirer shall ensure that:

- (a) all exits from the Premises are kept free from obstruction and are available for instant, unimpeded exit;
- (b) the location of the Emergency Exits is made known to guests;
- (c) the Fire Brigade is called to any outbreak of fire and details thereof are given to the Bookings Secretary.

Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought onto the Premises, other than as may be agreed with the Booking Secretary.

No animals are to enter the kitchen.

Licences

The Hirer shall be responsible for acquiring and complying with all licences (including any temporary event notice/TEN) required for the Hirer's use of the Premises.

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.

Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children comply with the provisions of The Children Act of 1989.

Sub-letting

The Hirer shall not sub-let the Premises.

End of Hire

At the end of the Hire Period, the Hirer must ensure that:

- (a) the Premises are left in a clean and tidy condition (with rubbish placed in the bins);
- (b) all contents removed from their usual places (e.g. tables, chairs) are returned to their usual places;
- (c) all lighting and heating is switched off;
- (d) all windows are closed;
- (e) the kitchen water supply is switched off; and
- (f) the Premises are locked and secured.

Keys

The Bookings Secretary will make arrangements for the collection and return of keys. The Hirer will be liable for the replacement cost of any keys lost or not returned within 7 days of the end of the Hire Period.

Accidents

The Hirer must report all accidents involving injury to the public to the Bookings Secretary as soon as possible.

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 against all actions, claims and proceedings arising in respect of the same.

No Tenancy

The Hirer is only granted permission to use the Premises as described herein and in the Booking Form and nothing herein confers any tenancy or other right of occupation on the Hirer.