

Normandy Village Hall CIO

Normandy Village Hall Terms and Conditions of Hire from March 2022

1. For the purpose of this document the following will apply:

Board - Normandy Village Hall CIO Board of Trustees.

Hirer - the person / persons / organisation making the application to hire the village hall.
Must be aged 18 or over.

Regular Users – Hirers who have been accepted as Regular Users by the Board (or by the Bookings Secretary on behalf of the Board) and who have accepted and comply with the Additional Conditions for Regular Users set out on pages 6 to 7 in section 14.

Occasional Users – All Hirers other than Regular Users.

Premises - any part or the whole of Normandy Village hall and its curtilage. Hirers should note that other parts of Manor Fruit Farm beyond the curtilage of Normandy Village Hall are not operated by the Board and are not included in the Hall booking.

2. Applications to hire the hall must be made through the website www.normandyvillagehall.org. The Bookings Secretary may be contacted if necessary via the website or by email to bookings@normandyvillagehall.org. For some events the application may have to be put to Trustees for approval and may be declined; no reason is required to be given if the application is declined. Any payment which has already been made in respect of such a booking will be refunded after deduction of an administration fee of 10% (which may be waived in part or in whole at the discretion of the Board).

3. Payments: For Occasional Users, full payment of the total cost of the hire is required at the time of booking **together** with a deposit in case of damage or loss to the premises and/or contents. Payment arrangements for Regular Users are set out in the Additional Conditions for Regular Users.

Deposit: the deposit will be returned after the event providing all terms and conditions including the rules set out below have been adhered to, no damage or loss has been caused to the premises and/or contents, nor complaints made to us about noise or other disturbance during the period of the hiring as a result of the hiring.

Cancellation: we regret that should you cancel your reservation within two months of the hire date your hire fee will be forfeited. In exceptional circumstances, the Board may waive this requirement at its absolute discretion. Hire charges in respect of cancellations requested more than 2 months prior to the hire date will be refunded after deduction of a 10% administration fee to cover the charges and additional work incurred by NVH. No compensation shall be payable by the Board in the event of cancellation of any bookings owing to the premises being required or taken over due to National or Public emergencies or the like.

4. The following rules must be adhered to – failure to comply may result in the deposit being forfeited.

- Hire charges and deposit must be paid on time.
- Vacation of the premises must be by the pre-agreed time.
- All furniture and/or other equipment provided by the Hirer and sent to the premises must be unloaded in the car park, placed into position and removed by the Hirer within the period of their booking. If additional time is required, additional adjacent hire periods must also be booked.
- The premises must be left in a clean and tidy state, and all rubbish generated by the Hirer must be removed from the premises. Should excessive cleaning be required after a hire, the deposit may be withheld and the Hirer may be liable for payment of further costs incurred.
- All heating and lighting other than emergency lights must be turned off when exiting the building.
- All windows must be closed and all doors **locked** so that the premises are left secure when leaving the building.
- Normandy Village Hall is a No Smoking building.
- Crockery, cutlery, kitchen appliances and equipment are available for use by the Hirer and should be treated with respect, and cleaned and returned to their places by the end of the hire period.
- The Hall's collapsible tables and chairs, if used, should be cleaned and returned into their stacked positions in the designated store rooms on completion of the hire period.
- Music and general noise must be kept to a reasonable level so as to not cause any disturbance to the Hall's nearest neighbours. The evening hire period ends at 11pm so all music or other noise should have ceased by that time. Hirers and their guests must leave the premises and the car park quietly with due consideration for the neighbours.
- **Decorations:** Decoration of the Hall may be permitted **only by prior agreement** with the Board through the Hall Manager. Such decoration includes posters, advertisements, bunting, flags and the like and shall be carefully removed at the end of the hire period. **NOTE:** Drawing pins, sellotape, blutack or similar sticky substances must not be used to attach decorations to the walls as they cause damage including pulling paint off. Only hooks provided along the picture rail may be used to attach decorations.
- If electrical cables are used, they should be safely covered with floor cable protectors. No sticky tape of any kind may be used on the floors or other surfaces as this can cause costly damage.
- No disco or other special effects may be used eg dry ice or other substances since these have been known to set off the fire alarms, requiring the Fire Brigade and NVH personnel to attend the building urgently.
- Confetti, glitter and other such products are forbidden as they can be impossible to remove completely from surfaces and give rise to significant extra cleaning processes. Hirers should ensure that items such as balloons do not contain and are not coated with any similar substances.

5 . The Hirer will be charged for any damage to NVH property or excess costs incurred by NVH resulting from the activities of the Hirer or their guests. Hirers will also be charged if the fire alarm is set off by prohibited or unreasonable behaviour by the Hirer or their guests.

If it is found necessary to call the Police to a disturbance, or should attendance by the Fire Brigade be required due to the actions of those attending than event, the Hirer will forfeit all their deposit.

A further payment in addition to forfeiture of the deposit may be required to offset any damage to the premises and/or to cover the cost of any excess cleaning costs and attendance of NVH personnel due to disturbances caused by the activities of the Hirer or their guests.

6. Pyrotechnics (fireworks) and bonfires are NOT permitted within the Hall grounds. Hirers should note that other parts of Manor Fruit Farm beyond the curtilage of Normandy Village Hall are not included in the hall booking.

Barbecues may be allowed **subject to specific prior permission in writing of the Board** who will need to be satisfied that due diligence and care is taken to prevent a fire risk.

7. Phones and Wifi: There is no fixed telephone in the Hall and it is recommended that the Hirer or a nominated person has a mobile phone whilst in the Hall for emergency use all times. Hirers are advised to check network operator coverage prior to their booking.

Normandy Village Hall has a WiFi service which Hirers and their guests may use subject to compliance with the following provisions:

- (i) the WiFi service must not be used for any for the following purposes:
 - (a) dissemination of any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - (b) transmission of material or encouragement of conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
 - (c) interference with any other person's legitimate use or enjoyment of the WiFi service; or
 - (d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
- (ii) Hirers who wish to use the WiFi service should request a password when arranging to collect a key to the premises. Any username, password, or any other information which forms part of the WiFi service security procedure must be kept confidential and not disclosed to anyone other than the Hirer and their legitimate guests. Such information may not be used at any time other than during the agreed period of hire.

8 Premises Licence:

The hiring shall be subject to the provisions and conditions of the Premises Licence granted by Guildford Borough Council as the Licensing Authority and to any rules and conditions of use of the premises which the Board or Guildford Borough Council or any other competent authority may impose.

The Hirer understands and accepts that the hire of the Hall is subject to the renewal by Guildford Borough Council of the Premises Licence and that if, for any reason, the licence shall be revoked or suspended, the applicant shall not have, or make, any claim upon the Board for compensation

in respect of any loss or damage which they may incur by reason of such non-renewal or suspension of this licence.

Alcohol, Music and Public Performances: Hirers must consult the Premises Licence Notes displayed in Normandy Village Hall and on the website www.normandyvillagehall.org to determine whether their proposed activities require a **'Temporary Event Notice' (TEN)** from Guildford Borough Council. **A TEN may only be obtained with the specific written permission of the Board in advance.** Failure to obtain permission prior to obtaining a TEN may result in the cancellation of the booking and forfeiture of the hire charge and / or deposit. **If you fail to comply with this requirement, we may cancel the hiring without compensation.** This is because there is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could have an adverse effect on other Hirers' plans, activities and finances. A TEN approval certificate or printout of Guildford Borough Council's confirming email must be presented as a condition of hire and displayed prominently at the relevant event.

9. Intellectual Property Licensing

- **Performing Rights Society Ltd:** The Hirer must not permit the performance of any dramatic, musical or other work where copyright exists without the consent of the owner of such copyright. The Hirer is reminded that for any performance of copyright material, a licence must be obtained from the 'Performing Rights Society Ltd' whose address is Copyright House, 29-33 Berners Street, London, W1. Such licence application shall be made prior to holding such entertainment.
- **Phonographic Performance Ltd:** By law if you use recorded music during any of your sessions you may require a licence from Phonographic Licence Ltd (PPL). You are strongly advised to contact them by tel. 020 7534 1450, by e-mail ppnb@ppluk.com or visit their website www.musicworksforyou.com.
- There is now a joint venture between PRS and PPL which issues a joint licence called TheMusicLicence which allows many users to meet the above requirements through a single licence. Information about this is at www.pplprs.co.uk. It is the Hirer's responsibility to ensure that the licence or licences which they obtain cover their full legal obligations.

10. Safeguarding children, young people, and adults at risk

All Hirers should familiarise themselves with Normandy Village Hall's Safeguarding Policy available on the website at [NVH-Safeguarding-Policy-Jan-2020.pdf \(normandyvillagehall.org\)](#) copies of which are also on notice boards inside and outside Normandy Village Hall.

The Hirer must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. If 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). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported using the contact information provided in the NVH Safeguarding Policy.

11. Health & Safety

All Hirers should familiarise themselves with Normandy Village Hall's Health & Safety Policy available on the website at [NVH-Health-Safety-Policy.pdf \(normandyvillagehall.org\)](https://www.normandyvillagehall.org/NVH-Health-Safety-Policy.pdf), copies of which are also on notice boards at Normandy Village Hall.

12. Insurance & indemnities

The Hirer is responsible for the preservation of order during a function held at the Hall and shall undertake to indemnify the Board against any damage to any persons and to property owned by the Hall.

The Hirer undertakes to keep the Board indemnified against all claims, demands, actions, suits, proceedings, costs, damages and expenses made, brought or suffered by any persons admitted to the premises in the course of the hiring.

- (i) You are liable for:
 - (a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents
 - (b) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our WiFi service
 - (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 WiFi service, 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 WiFi service, 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 Hall Secretary. 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.

Unauthorised use of the Hall for any purpose without prior booking is not allowed and as such will not be covered by Hall insurance. Persons so doing will become personally liable for any damage or accident following such unauthorised use.

13. General

The Board reserves the right to enter the Hall at any time and the Hirer must advise his/her ticket collectors and/or other responsible persons.

The Board reserves the right to alter and amend these conditions of hire and regulations at any time.

14. ADDITIONAL PROVISIONS FOR REGULAR USERS

Frequent users of Normandy Village hall may apply to the Board for Regular User status qualifying for reduced Hire Rates with special payment arrangements on the following terms:

- a) The Hirer's total number of bookings per annum is **30+ booking slots for Weekly Hirers and 10+ booking slots for Monthly Hirers.**
- b) Block bookings can generally only be accepted from Monday to Friday. Saturdays and Sundays may be considered with the agreement of the Board of Trustees. Specific conditions may be attached to any such agreement eg forward booking for such slots will normally be permitted only within two months of the date being booked. If a Regular User is found to have booked weekend slots without specific agreement from the Board, these are liable to be cancelled, potentially at short notice, and the Regular user concerned would be solely liable for any costs or lost profit they incur as a result.
- c) In order to establish a fair allocation of Fridays, Saturdays and Sundays, these days and times may have to be forfeited by the Contracted Weekly Regular User in the event of another Regular User or Occasional User requiring them. This will be at the direction of the Board of Trustees.
- d) All bookings must be made by the Hirer using the online booking system on which bookings may be made up to two years ahead. It is the responsibility of the **Regular User** to make their bookings in good time to secure their regular slots.
- e) Regular Users will be given a password to access the booking system so that no payment is required at the time of booking. No invoice will be sent and it is the Regular User's responsibility to make payment by bank transfer to sort code 40 52 40 account number 00008704 on the 1st of each month for all bookings in the month ahead and email the Treasurer at accounts@normandyvillagehall.org with details of the date and value of payments made with a breakdown of the total against booking dates and reference numbers. Exceptionally, and only by prior arrangement with the Treasurer, payment may be made by cheque.
- f) Regular Users must **pay for all booked periods whether they use them or not**, except in the event that the Board finds it necessary to cancel the hire due to unforeseen circumstances.

- g) If a Regular User trying to book their regular slots in a timely fashion finds one or more of their normal slots is already booked by another Hirer, they may contact the Bookings Officer to investigate whether it is possible for the date to be released although NVH cannot guarantee that this would be possible. It should be a very rare occurrence; if it occurs frequently, this would be an indication that the regular user was not making bookings sufficiently far ahead.

- h) Weekly Regular User organisation, if so requested by the Booking Secretary, must yield **up to three of its bookings** in the event of another Regular User or Occasional User requiring them, provided that at least 6 weeks notice is given, or a lesser time at the discretion of the Board of Trustees. A Monthly Regular User must yield **up to 2 of its bookings** subject to the notice provisions as stated in the previous sentence. These dates would still be included to assess whether a User qualifies for Regular User Hire Rates under 14 (a) above.

Unauthorised use of the Hall for any purpose, i.e. without prior booking is not permitted and anyone doing so will **not** be covered by the Hall insurance and will be personally liable for any accident or damage occurring.

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