

Community Halls Handbook

Includes Conditions of Hire

Information & Guidance and Safety Instructions

January 2010

Please contact the Community Hire Team on 01793 466486 where we will be pleased to provide any further help or assistance or visit us at :

www.swindon.gov.uk/community/community-hire.htm

Smoking is prohibited on all our sites.

Conditions of Hire

1. Agreement

- a. This application for Hire, when completed and signed by the Hirer, together with these conditions and any special conditions shall constitute the Agreement for Hire of the Council Premises and other property specified in the agreement.
- b. The hirer shall make arrangements with the Council in respect of any other matter not provided for in these conditions at least **10** days before the date of hiring.

2. Interpretation

- a. The 'Hirer' means the person hiring any of the Community Halls and shall include any person purporting to act on behalf of such Hirer. No person under the age of 18 years will be accepted as a Hirer.
- b. The booking period means the period of time reserved for the hirer.

3. Hire

- a. The Council may refuse any application for hire without giving a reason.
- b. Applications for hire must be received by Community Hire at least **ten** working days prior to the hiring date.
- c. The hire period must terminate and the premises vacated at the end of the booked period in accordance with the application form. (see Information and Guidance Notes for details on extensions)
- d. The Hirer shall not use the hall or any part thereof for any purpose than that stated in the application and for which the same is let.
- e. The Hirer shall not sub-let or assign the hall or part thereof.
- f. The Hirer shall not use any other Community hall or room other than that stated in the application form.
- g. The Hirer shall not use the Community hall or any part thereof outside of the time stated in the application form.**

4. Payment

All bookings including block bookings must be paid for in advance and payment must accompany all single applications of hire.

5. Acceptance of Booking

The white copy of the application form duly completed and signed will be returned to the Hirer (once full payment has been received or invoicing arrangements agreed) as confirmation that the booking has been accepted, subject to the Hirer complying with these Conditions and any special conditions of hire.

6. Charges

Hire charges will be in accordance with the current charges as laid down by the Council. The Council reserves the right to vary the hiring fees at any time before the event for which the facility has been hired, notwithstanding that payment of the fee has been made giving one month's notice at anytime.

7. Refunds

These will be made to the organisation, club or individual stated in the hire agreement. (We are unable to refund to individuals where the hire agreement is in the name of an organisation or club).

8. Cancellation

a. By the Council

The Council may terminate any Agreement for Hire at any time up to and including the date of hire if the Council become aware of any fact which would at face value not be in the interest of the Council to proceed with the hiring agreement or which might prejudice the Council's standing and responsibilities as a local authority. The Council also reserves the right to cancel any hiring in the event of the Council requiring the property in question for the purposes of any Parliamentary, Local or European elections; for the purposes of civil emergency or any other event of local or national importance where the use of the premises by the Council is essential for the Council to fulfil its functions and obligations as a local authority, and

where the need for the Council to have use of the premises was not reasonably foreseeable at the date of acceptance of the Application for Hire. In the event of such cancellation as much notice as possible of cancellation will be given by the Council to the Hirer but no minimum period is stipulated and the Council's liability to the hirer will be limited to a full refund of any deposit monies and any other payment made by the Hirer to the Council in respect of the hiring.

b. By the Hirer

Notice of cancellation must be received in writing by Community Hire not less than ten working days before the date of the hiring, where the first £** of any hiring fee (or the whole hiring fee if less than £**) will be forfeited to cover administrative and other costs. Cancellations received less than **10** working days before the hire date will forfeit the hiring costs in full. (** as per current charges).

c. In the case of cancellation by the Council arising from the Hirer failing to comply with the conditions of hire, the full charge for the booking may be made.

d. In the case of cancellation by either party due to lack of heating, water etc. A full refund will be due for the period of hire the facility is not used. Where the hirer chooses to continue with the hire the full fee will be due.

9. Booked Period

a. Where the hiring is not commenced within 15 minutes of the booked start time, the facility will be secured. Access after this time where it can be accommodated, will incur further charges. Please call the duty team on 07740 037361 if you know you will be delayed to avoid charges being made.

b. The Council will not be responsible for any loss to the hirer due to the facility not being available at the booked start time. The Council's liability to the hirer will be limited to a refund payment made for the unavailable booked period.

10. Breach of Contract

The Council shall not be liable for breach of contract or to be held liable for any expenditure incurred or loss sustained, directly or indirectly by the Hirer as a result of refusal, cancellation or termination.

11. Accidents - N.B. First Aid Kits are not provided

When any accident occurs please contact the Community Hire Team during office hours or the duty team on 07740 037361 immediately or 01793 46453 if no one can be reached .

12. Hirers Responsibilities

- a. The Hirer or the Organisation under whose behalf he or she is responsible or a responsible person, whose name and address has been notified to Community Hire before the date of the hiring, must be in attendance at the premises throughout the hire period.
- b. The Hirer will be responsible for supervision, safety, control stewarding, admission & removal of those attending the hiring and provide a sufficient number of suitably qualified persons to carry out these responsibilities.
- c. The Hirer shall ensure that all activities are conducted in an orderly and lawful manner.
- d. The hirer shall at the expiration of the period of hire, leave the facility in a tidy and orderly state and all rubbish must be placed into secure refuse / plastic bags and left in the kitchen area. The hirer must ensure that all nappies are taken off site for disposal. Where the non compliance of this condition requires extra cleaning time an appropriate additional charge will be made to the hirer. This charge will be deducted from any deposit paid.
- e. The Hirer shall report any faults, damage or lack of services e.g. water to the duty team on 07740 037361 or 01793 466486 immediately.
- f. The Hirer shall report any dissatisfaction with the booking during any induction procedure or to the Community Hire Team within two working days to allow the concerns to be investigated.

13. Displays

Nothing is to be displayed or fixed in or on this facility without prior permission.

14. Music /Noise

Noise levels must be controlled so as not to cause annoyance to local residents or other Hirers. Any officer/servant of the Council responsible for the facility has authority to control the volume of sound caused by musical equipment.

15. Minors / Children

- a. The Hirer shall ensure that minors are supervised at all times.
- b. The Hirer shall ensure no minors enter the kitchen without written permission.
- c. Use of inflatable play equipment & ball games are not permitted. Use of play equipment & ball games will be allowed where there is a suitable outdoor area and appropriate insurance.

16. Insurance and Risks

- a. Hirers shall indemnify the Council from and against any claim for damages, costs or expenses which may be made against the Council in respect of personal injury, death or loss of or damage to property sustained by any persons and occurring during or in consequence of the hiring and which shall arise from any act or omission by the Hirer or persons using any of the Community Facilities as a result of the hiring.
- b. The Hirer is responsible for the preservation of good order and shall fully compensate the Council for any damage to the premises or any damage to, or loss of, other property of the Council of whatsoever description arising out of, or incidental to the hiring. Compensation will be deducted from any deposit paid
- c. The Hirer is responsible for insuring their property and equipment against all usual risks.
- d. The Council does not accept responsibility for any clothing, or articles left by the Hirer; their guests, servants, agents or any member of the public or any property during the period of hire.
- e. Public Liability Insurance is only valid for the rooms booked during the booked period as stated on the application for hire agreement.

17. Health and Safety

- a. The Hirer is responsible for ensuring the maximum numbers on the application for hire agreement are not exceeded.
- b. Fire or appliances with naked flames are not permitted in or on any property subject to the Hire Agreement without the prior written consent of the Council. The Hirer will comply with all conditions attached to such consent.
- c. No alterations or additions may be made to the lighting or power arrangements existing at the time of hire without the written consent of the Council. The hirer will comply with all conditions attached to such consent.
- d. The Hirer is responsible for ensuring that no exits or fire exits from or within the facilities are blocked inside or outside and that no chairs or obstacles are placed in the corridors, walkways or access areas leading to emergency exits and that fire appliances are not removed or tampered with.**
- e. All hirers are required to be familiar with the emergency evacuation procedure for the building (see Evacuation Instructions Guidance and Information Notes)- and provide evidence of regular drills when requested.
- f. In the event of a fire alarm being raised the Hirer is responsible for ensuring safe and immediate evacuation.
- g. Furniture and Furnishings - No furniture or furnishings may be brought into the facility either temporarily or permanent without prior written permission. Permission will only be considered where current Fire Regulations can be met.
- h. Electrical Appliances - must not be brought into the facility by the Hirer or any person on the Hirers behalf either temporarily or permanently without prior written permission and all appliances must have a current portable appliance certificate.(PAT) Any items with a naked flame are prohibited.
- i. Groups / hirers will be required to comply with Health & Safety legislation.

18. Mail

Use of the Community Facility as a mailing address is prohibited.

19. Kitchens - N.B. Tea towels are not provided

- a. Bookings on a Weekly / Single / Occasional basis - Hirers using the fridge must remove all foodstuff at the end of their session.
- b. Bookings on a daily basis - Hirers using the fridge must remove all foodstuffs at the end of the week and comply with appropriate hygiene standards.
- c. All crockery and cutlery to be cleaned and put away.

20. Equipment/ Storage

The Hirer shall not bring any equipment onto the premises without the prior permission of the Council. Where it is agreed in writing that the hirer may store goods or equipment at the Facility the Council does not accept responsibility or liability for any loss, damage or injury whatsoever arising from the storage of such goods or equipment subject to common law and any statutory rights for the time being in force. Additional charges will apply for exclusive storage areas and all hirers as a condition of any agreement must submit a completed storage form as requested. (please see Storage Audit Form)

21. Entertainment / Alcohol Social Events -

Please refer to Item 17 Health & Safety and Event Booking Sheet advice and guidance

22. Parking - N.B. We do not guarantee availability.

Vehicles must be parked in designated bays where marked, where bays are not marked, vehicles must not prevent emergency vehicles accessing the site. Under no circumstances must vehicles be parked in disabled (unless a disabled permit is displayed) or no-parking bays. Where possible alternative parking will be displayed in the entrance or is available on our website.

23. Broadcasting Rights

Broadcasting (sound/T.V.) filming or photographic rights cannot be exercised without prior written consent from the Council. No copyright music shall be performed / played on the premises without the application requesting this having been confirmed.

24. Live and Recorded Music

Where sound recordings (CDs, DVD's, tapes or records etc.) are played in 'public' the hirer has the responsibility of ensuring that the appropriate licence fees are paid to Phonographic Performance Limited (PPL).

25. Access

The Hirer shall at all times permit full access to the Council's duly authorised officers and agents to enter or inspect the hired premises. Police Officers have the right of entry at all times.

26. Termination of Hire and Exclusion from Premises

- a. If the Hirer shall refuse or omit to comply with any of the foregoing conditions or with any instruction conveyed to him / her by any officer/servant of the Council responsible for the facility on behalf of the Council, the Hirer and his servants may be excluded until they comply with the same, but without relieving them of their obligations under their contract with the Council.
- b. The Council reserves the right to halt or terminate the hiring at any stage in an emergency.

27. Additional Charges

will apply when:

- a. A booking is taken outside the required notice period.
- b. A hire not previously booked.
- c. A hire commencing prior to or exceeding the booked time will be charged at the appropriate hourly rate plus 10%.
- d. To reopen closed facilities due to non attendance will incur a charge equal to the late booking fee (see Conditions 9a).
- e. Where the hirer has not left the facility in a tidy, orderly or to an appropriate level of cleanliness with rubbish bagged cleaning surcharges will apply at a minimum rate.
- f. Where there has been any damage to the premises or damage to, or loss of, other property of the Council the hirer shall fully compensate the Council. Any additional charges will be deducted from any deposit paid and where charges are in excess of the deposit an invoice will be made for the remainder of the charges.
- g. Providing a service outside of normal operating hours/days
- h. Where the hirer is responsible for false activation of any alarms charges will be made to recover all costs incurred.
- i. Where equipment loaned is not returned.

Notes:

Information and Guidance

Constitution

If you require any assistance please contact Community Hire who can send you the Constitution Guidance Sheet.

Disabilities / Special Needs / Diversity

Please contact Community Hire with any requests.

Charge Band Policies & Criteria

Full details of our charge band policy and criteria for Community Halls are available upon request from Community Hire

Children's Parties. N.B. Wii is available for hire at Park South

To qualify for the 35% reduction in the private hire rate, the numbers and ages of the child/children must be complied with. Alcohol is not allowed, if you wish alcohol to be consumed then the party must be booked as an adult event. If these conditions are not met then the full rate will become payable for the whole booking.

Community Centres

Community Hire is unable to assist with availability details for these venues as they are managed by voluntary management committees not Swindon Borough Council. We are able to provide contact details upon request.

Children/Young People and Vulnerable Adults

The Council has a responsibility to protect the community using its facilities and in the present case it does so by imposing a contractual provision on the hirer. By signing the contract the relevant hirer under (b) and (c) of the Booking Application for Community Halls, agrees to comply with the Independent Safeguarding Authority (ISA) standards which would be undertaken by consent of the prospective employees / volunteers. A failure of a relevant hirer to observe this condition would result in an immediate withdrawal of the use of the facilities.

CRB

Voluntary Action Swindon can facilitate CRB checks for voluntary organisations that have adults working with children, young people or vulnerable adults. They can be contacted by telephoning 01793 538398 or emailing to: info@vas-swindon.org. Details of other providers of this service (National Umbrella Bodies) can be found on the Criminal Records Bureau website www.crb.gov.uk. You may also contact the Community Hire Team for further information.

Decorating

If you are interested in decorating any of our sites please contact Community Hire who can send you the Decorating Guidance Sheet.

Events Extensions to normal Hiring times

Any request for an occasional extension must be in writing at least 28 days prior to the event date to the Community Facilities Manager. Where permission is granted a deposit will be required and additional charges will apply.

Licences Guidance

See Event Booking Sheet Guidance for Alcohol Information.

PRS - is a fee collected on behalf of the Performing Rights Society that issues licences and distributes the licence fees to composers and music publishers. It applies to any event where music is played* other than where the music is incidental (background), or it is a Private function such as a family party where all guests are invited. Where these fees are due, we collect and pay the fees direct to the PRS as we have a responsibility for ensuring that events in our building are licensed.

* Played includes videos, tapes, DVDs, Karaoke etc.

PPL - Phonographic Performance Limited issue licences and distribute the licence fees to record companies, recording artists and musicians. A licence for PPL is required when you play sound recordings such as CD's, tapes and records, subject to their control in 'public'. Public is determined as any event except a family or domestic gathering. The responsibility for obtaining the necessary licences is with the hirer, not Swindon Borough Council. If you require further information, please contact PPL on 020 7534 1000 or visit www.ppluk.com.

Public Holidays

We do not open Christmas Day but may be able to open on other Bank Holidays.

Deposit Policy & Procedure

This will be sent to any customer where a deposit is required.

Safety Instructions

1. **At all times** these premises are occupied, all doors must be available for use in an emergency and any doors locked with key must be unlocked (*the use of padlock ect. is prohibited*).
2. If the kitchen is used to cook food, all doors and hatches leading to the kitchen must be **kept closed** during cooking times.
3. The person in charge (hirer) must make himself or herself familiar with the fire instruction on the site, and they must ensure that any volunteers or paid workers are made aware of the instructions.
4. In the event of a **fire or similar emergency situation**, the person in charge and their staff must ensure that the building is immediately and safely evacuated and that the **emergency services** have been called.
5. **All persons** who are unfamiliar with the building should look around to check the whereabouts of **exits** from the building, where the fire **extinguishers** and fire alarm call points are.
6. When tables etc., are laid out in the hall consideration must be given to the provision of **gangways** between the rows which must be of sufficient width to allow access to disabled persons and wheelchairs, and especially egress in an emergency.
7. All **fire exits** must be kept clear at all times during the hiring.
8. Please contact us immediately when due to circumstances outside the control of the hirer: **07740 037361**
 - any fire door is unable to be opened in an emergency.
 - any fire exits / or escape routes are not clear.

Community Halls

Upon Discovering a Fire - Raise the Alarm

This is normally done by breaking the glass on a fire alarm call point. Otherwise use any means available (this should be agreed at the commencement of any event)

Call the Fire Brigade - Dial 999 using a callbox or mobile or ask a local resident.

On Hearing the Alarm - When you hear the alarm, leave the building as quickly as possible, using the nearest fire exit route. **Do not run or use any lift. Do not use mobile phones while evacuating.** **Note:** Take personal belongings **only** if they are immediately available

Fire extinguishers are situated at each exit and should be used to maintain and / or clear the escape route if required.

Where there are controlled access doors if for any reason the door interlocks fail you must use the green break glass panels next to the doors to release the lock.

Disabled and Less Able-Bodied People

Should be given every assistance during the evacuation procedure to exit the building to the fire assembly point or to the designated safe refuge point.

Fire Assembly Point

On arrival at the Fire Assembly Point, keep together and identify any missing persons attending your event and report immediately to the fire brigade.

Safety Is Everyone's Responsibility

It is essential that all individuals familiarise themselves with the fire escape routes and location of the Fire Assembly Point when using these facilities.

Contractors

On hearing the alarm, contractors working on site must immediately stop work and follow the Fire Evacuation Procedures.

Safety Instructions in Brief

Remember

Leave the building by the nearest exit - **do not run, do not use mobile phones and do not use the lift. Keep calm**

Take personal belongings only if they are immediately available.

Assemble at the Fire Assembly Point- and remain in your group.

Do not re-enter the building until authorised by a member of the Community Facilities Team.

When a persons clothing is on fire, bring the person to the ground (forcefully) and smother the fire with anything to hand e.g. towel, rug, or fire blanket.

The information in this booklet is available on the internet at www.swindon.gov.uk. It can be produced in a range of languages and formats (such as large print, Braille or other accessible formats) by contacting the Customer Services Department.

Tel: 01793 445500

Fax: 01793 463982

E-mail: customerservices@swindon.gov.uk