

# Ewhurst and Staplecross Village Hall

## Booking Terms & Conditions

Issue 2.3 January 2019

### Definitions

For the purposes of this Agreement and the Conditions of Hire, the term “Hirer” means an individual Hirer or, where the “Hirer” is an organisation that organisation. “Village Hall” means Ewhurst and Staplecross Village Hall, a registered charity. “Premises” means the building and car park at Northiam Road, Staplecross TN32 5QG. “Booking” means the contract between the Hirer and Village Hall – as detailed and on an invoice and/or e-mails, the terms of this agreement of which these conditions form part. “Period(s)” means the time or times reserved under these conditions and “Function” means that described and authorised by the Booking. “Booking Clerk” means the designated contact for booking, as displayed on the Village Hall web site and other locations. “Village Hall Secretary” means the secretary of the Ewhurst and Staplecross Village Hall as displayed on the Village Hall web site and other locations. “Hire Fee” means the full fee payable by the Hirer under the terms of the booking contract.

If the Hirer is in any doubt as to the meaning of any of the conditions, the Booking Clerk should immediately be consulted.

### Hiring agreement

In consideration of the Hire Fee detailed on the Booking Form, the Village Hall agrees to permit the Hirer to use the Premises for the Function and for the Period(s) described in the booking form. All details inserted in the booking form are part of this Agreement. This Hiring Agreement includes these Standard Conditions and Special Conditions set out below.

### Standard conditions of hire

#### 1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the Premises at all times when the public are present and for ensuring that all conditions under this Agreement relating to management and supervision of the premises are met.

#### 2. Supervision

The Hirer shall, 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 car parking arrangements so as to avoid obstruction of the highway. As directed by the Hall Secretary, 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.

#### 3. Use of premises

The Hirer shall not use the Premises (including the car park) for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the Premises or allow the Premises to be used for any unlawful or unsuitable purpose or in any unlawful way, nor 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 consumption of alcohol thereon without written permission from the Village Hall management committee.

#### 4. Insurance and indemnity

- a. The Hirer shall be liable for:
  - i. the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises
  - ii. all claims, losses, damages and costs made against or incurred by the Village Hall management committee, their employees, volunteers, agents or invitees 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, and
  - iii. all claims, losses, damages and costs made against or incurred by the Village Hall management committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and
  - iv. subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Village Hall management committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.
- b. The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non-commercial Hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Village Hall shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of the Village Hall management committee and the Village Hall's employees, volunteers, agents and invitees against
  - i. any insurance excess incurred and
  - ii. the difference between the amount of the liability and the monies received under the insurance policy.
- c. The Village Hall insurance excludes a number of activities including climbing requiring the use of hands and feet, gymnastics, Olympic style weight lifting, power lifting, roller blades, skateboards. A copy of the insurance policy is available on request.
- d. Where the Village Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Village Hall Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Secretary to rehire the premises to another Hirer.

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

#### 5. 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 or lotteries.

## 6. Music Copyright licensing

The Hirer shall ensure that the Village Hall holds relevant licences under TheMusicLicence (the merged operations of the Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the Hirer holds a licence.

## 7. Film

Children and young people shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers shall ensure that they have the appropriate copyright licences for film.

## 8. Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and related legislation, as amended, and only fit and proper persons who are in possession of a current Disclosure and Barring Service (DBS) certificate have access to such children. Checks may also apply where children over eight years, young people and vulnerable adults are taking part in activities and, if so, it is the responsibility of the Hirer to undertake such checks. The Hirer shall provide the Village Hall management committee with a copy of their DBS check and Child Protection Policy on request.

## 9. Public safety compliance & fire safety

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Village Hall Fire Risk Assessment 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. The Hirer shall also comply with the hall's Health and Safety Policy.

Hirers must ensure that all precautions are taken against risk of fire and damage to the premises. Instructions for smoke/heat alarms/exits/equipment, and what to do in the event of a fire, can be found in the Village Hall User Guide inside the lobby.

No internal decorations of a combustible nature (e.g. polystyrene, cotton wool etc) shall be erected without the consent of the Village Hall management committee. No decorations are to be put up near light fittings, fans or heaters.

All means of exits from the premises must be kept free from obstruction and immediately available for instant public exit. The emergency exit illuminated signs remain on permanently during the hire period.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall immediately be notified to the Village Hall management committee.

The Hirer must report all accidents or incidents involving injury, however slight, to the Hirer's invitees, agents or members of the public to the Village Hall management committee as soon as possible and, in any event within 24 hours and complete the relevant section in the Village Hall's Accident Report Book, which is kept on the premises. Where the accident, incident or injury is considered serious and/or life-threatening details shall immediately be notified to the Village Hall management committee.

Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Hall Secretary will give assistance in completing this form and can provide contact details. It is the responsibility of the Village Hall management to inform the relevant authorities, where appropriate.

A first aid box is located in the kitchen.

The Hirer shall review the fire safety information in the Village Hall User Guide before their event and in particular take note of 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.

Escape routes and the need to keep them clear.

Method of operation of escape door fastenings.

Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

Location of the first aid box.

In advance of any activity, whether regulated entertainment or not, the Hirer shall check the following items:

That all fire exits are unlocked and panic bolts in good working order.

That all escape routes are free of obstruction and can be safely used for instant exit by all occupants of the Village Hall.

That any fire doors are not wedged open.

That emergency exit signs are illuminated.

That there are no obvious fire hazards on the premises.

The Hall has no telephone but there is a BT telephone box directly outside on the road. Hirers are advised to ensure that they are in possession of a mobile telephone in good working order.

#### 10. Noise and consideration for others

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. Car doors banging and loud talk in the car park are a disturbance to neighbouring residents. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing conditions for the premises.

#### 11. Drunkenness, anti-social behaviour and possession or supply of illegal drugs

The Hirer shall ensure that, in order to avoid disturbing neighbouring residents and to avoid drunken or anti-social behaviour, care is taken to avoid excessive consumption of alcohol. Drunkenness or anti-social behaviour shall not be permitted either on the premises (which, for the avoidance of doubt, includes the car park) or in its immediate vicinity. 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 in accordance with the Licensing Act 2003. The Hirer shall ensure that no illegal drugs are brought onto the premises.

#### 12. Health and hygiene

If preparing, serving or selling food the Hirer shall observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be

refrigerated, stored and processed in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator in the kitchen. It is the responsibility of the Hirer to ensure safe practice in respect of food allergies and dietary intolerances of their guests/invitees and members of the public.

### 13. Electrical appliance safety

The Hirer is responsible for ensuring that any electrical appliances brought by them to the premises and used there shall be safe, in good working order and PAT tested – if appropriate and used in a safe manner in accordance with the Electricity at Work Regulations 1989, as amended. Where a residual circuit breaker is provided the Hirer shall make use of it.

### 14. Stored equipment

Unless otherwise agreed in advance, the Village Hall 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 equipment stored by prior permission) must be removed at the end of each hiring or, subject to the clauses below, fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed, unless permission as been granted by a member of the Village Hall committee or the Booking Clerk.

The Village Hall management committee may use its discretion in any of the following circumstances:

- a. Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
- b. Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Village Hall management committee disposing 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.

### 15. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees or agents, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner and so as not to cause a fire. This also applies to vaping and similar devices.

### 16. Faults/ damage/ comments

Hirers shall report any faults or damage to any part of the Village Hall or equipment the Booking Clerk as soon as possible and, in any event, within 24 hours so that they can be rectified quickly. The management committee welcome comments or observations that you may have about your hire of the Village Hall.

### 17. Explosives and flammable substances etc

The Hirer shall ensure that flammable or noxious substances, liquids or gases, including any type of firework, flare or ammunition are not brought into, or used in any part of the premises, and that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings, fans or heaters.

## 18. 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 management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used. The heating system is switched on manually as in instructions present in the Village Hall. The Hirer is responsible for switching this off unless otherwise directed.

## 19. Animals

The Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the premises, other than for a special event agreed by the Village Hall management committee in advance. No animals whatsoever are to enter the kitchen at any time.

## 20. 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 Village Hall's management 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.

## 21. Sale of goods

The Hirer shall, if selling goods on the premises, comply with the requirements of the Sale of Goods Act 1979, as amended, and any relevant Code of Practice for such sales.

## 22. Furniture

Hirers are required to use the trolleys provided for moving chairs and tables in order to avoid injury and to stack chairs and tables neatly.

## 23. Payment

The Hirer shall pay fees for bookings at least 7 days in advance unless otherwise agreed with the Booking Clerk or Village Hall committee. Payment by direct transfer to the Village Hall bank account as specified on the invoice is preferred. If neither of these are possible, cash may also be accepted. Direct transfers should refer to the invoice number. Cheques should have the invoice number written on the back.

Where, by prior agreement, payment is not required in advance of the Function payment must be made within 14 days of the date of invoice. Invoices are normally raised at the end of each month in which the event occurred.

## 24. Cancellation

If the Hirer cancels the booking at least 7 days before the date of the event, the Village Hall will return in full any fees already paid. If the Hirer cancels the booking less than 7 days before the date of the event or fails to proceed with the booking thereafter no refund will be given and the whole fee will be due. The Village Hall reserves the right to cancel this hiring by written 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, by-election or referendum.
- b. the Village Hall management committee reasonably considering that
  - i. such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or

- ii. unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- 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 *force majeure*.
- e. threatening or abusive behaviour towards the Village Hall trustees, agents or others by the Hirer or their invitees or agents using the Village Hall. In such cases cancellation may be less than 7 days before the booking. In such cases the Village Hall Committee may at their discretion choose not to accept bookings from the Hirer in future.

In any such case the Hirer shall be entitled to a refund of any fees already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## 25. Opening and closing the Village Hall

Arrangements for access to the hall will be made shortly before the function – Hirers should contact the Booking Clerk a few days before the event. Contact details are on the invoice and Village Hall website.

It is the Hirer's responsibility to ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period.

The Hirer shall leave the Village Hall and car park in a clean and tidy condition. In particular, the Hirer shall ensure that table tops are wiped clean before being stacked and all rubbish is removed when they leave the premises.

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, heating, hot water and lights switched off, the Village Hall properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced otherwise the Village Hall Committee shall be at liberty to make an additional charge for reasonable costs incurred plus £10.

## 26. Alterations

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 Hall Secretary or Booking Clerk. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the Village Hall any damage caused to the premises by such removal.

Hirers must not use drawing pins or tape on the walls or other surfaces, but may use Blu-Tack or 3M Command hooks if they need to put up notices or decorations. Hirers must not fix decorations near light fittings or heaters.

## 27. No rights created

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

## 28. General Data Protection Regulation (GDPR) & Data Protection

The Village Hall management committee uses and holds personal data for the purposes of managing hall bookings, finances, events and publicity. The Village Hall management committee will process data in accordance with the GDPR and Data Protection Act 2018. By booking the Village Hall the Hirer

consents to the Village Hall management committee holding personal information for a reasonable length of time. The Hirer has a right to access the information and data held about them. The Hirer has further rights under the GDPR and associated data protection legislation. The Village Hall management committee will take all reasonable measures to protect personal data and information. Hirers are referred to the Village Hall Privacy Notice.

### 29. Equal Opportunities

The Hirer must observe the Equal Opportunities policy of the Village Hall.

### Special Conditions of Hire

All functions must end promptly by 11.45pm to comply with the Public Entertainment Licence.

The Hirer's guests/invitees, agents or members of the public are required to vacate the premises within fifteen minutes of the end of a licensed period. After midnight (unless the event is on New Year's Eve) only those responsible for clearing up the Village Hall shall be on the premises. Failure to comply with this requirement may result in additional charges.