

Terms & Conditions

Definitions

For the purposes of this agreement and the conditions of hire, the term "Hirer" shall mean an individual hirer or, where the "Hirer" is an organisation that organisation. "Premises" means those parts of the Village Hall stated on the Booking form being those subject to this hire agreement. "Booking" means the contract between the Hirer and Southwick and Widley D-Day Memorial Hall Charitable Trust as detailed and on the terms of this agreement ("the Booking Form" of which these conditions form part). "Period" means the time or times reserved under these conditions and "the Function" means that described and authorised by the Booking. If the Hirer is in any doubt as to the meaning of any of the conditions, the Bookings Secretary should immediately be consulted.

Parish clubs and Societies are those recognised by the management committee as being those who are both regular users of the hall and whose organisations exist for the benefit of the people of the Parish of Southwick and Widley.

Parish hirers being those hiring the hall where the hirer or their organisation is resident within the parish of Southwick and Widley.

Private and Corporate hirers e.g. local elections, company seminars/training, weddings etc are not those detailed above.

All bookings will be made through the booking secretary.

THE HALL MUST BE VACATED BY MIDNIGHT ON ANY DAY and by the time your hire session is due to end. There may be another hirer immediately afterwards.

Hiring agreement

In consideration of the Hire Fee detailed on the Booking Form, the Southwick and Widley D-Day Memorial Hall Charitable Trust 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 Booking Secretary (who will consult with the Chair of Trustees), 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.

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

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 (a) any insurance excess incurred and (b)

the difference between the amount of the liability and the monies received under the insurance policy.

(c) 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 and lotteries.

6. Music Copyright licensing

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

7. Film

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should 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 only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Village Hall management committee with a copy of their CRB check and Child Protection Policy on request.

9. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the hall's 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.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the secretary of the management committee.

(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.
- 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.

(b) 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 free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

10. Noise

The hall is within a residential area. The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. 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 condition for the premises.

11. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises 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.

12. 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 a refrigerator but not a thermometer.

13. 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. Evidence of appropriate PAT is required if equipment is brought into the hall. This is to be provided in advance of the function.

14. Stored equipment

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 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 Village Hall 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, 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, so as not to cause a fire. Smoking within the hall will result in a loss of deposit.

16. Accidents and dangerous occurrences

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a member of the village hall management committee as soon as possible and complete the relevant section in the village hall's accident book.

17. Explosives and flammable substances

The hirer shall ensure that:

(a) Highly flammable substances are not brought into, or used in any part of the premises and that

(b) 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 or heaters.

(c) No fireworks or other explosive devices are to be used within the hall.

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 inside nor should any barbeque or other cooking appliance other than those provided or with prior approval from the booking secretary.

19. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Village Hall. 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 Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

22. Fee Payment and Cancellation

A £25 non-refundable booking fee is payable at the time of booking. The outstanding hire charge is to be paid in full 8 weeks prior to the booking. If you require to cancel your booking a full refund of the outstanding hire charge will be made. If cancellation is within 4 weeks of hire a 75% refund of the outstanding hire charge will be made. **NO REFUND WILL BE MADE IF CANCELLATION IS WITHIN 2 WEEKS OF HIRE.**

If a wedding package is cancelled within a month, a refund will be paid minus a £200 cancellation charge.

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 or by-election.
- (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 disasters.

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

23. End of hire

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, otherwise the Village Hall shall be at liberty to make an additional charge which may be deducted from the deposit.

24. No 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 Booking Secretary. 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.

25. No rights

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

Special Conditions of Hire

All functions must end promptly by midnight to comply with the Public Entertainment Licence. Music is to be turned off by 2300 and 2230 on Sundays.

Fire

Hirers must ensure that all precautions are taken against risk of FIRE and damage to the property. Instructions for smoke/heat alarms/exits/equipment, and what to do in the event of a fire, can be

found on the fluorescent notices at each fire point (alarm activation point in each room).

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.

Opening and closing the village hall

Arrangements for access to the hall will be provided with your booking details. The keys are available from the Village Stores in the High Street. They are to be signed for on collection. If the store is closed on completion of your hire the keys are to be posted through the door.

Please 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.

Guests are expected to vacate the premises before the end of a licensed period. After **11:00pm** (unless the event is New Year's Eve) only those helping to clear up the village hall should be on the premises. Failure to comply with this will result in forfeiture of your deposit.

Removal of Rubbish

It is your responsibility to leave the village hall clean and tidy – the costs of any cleaning required should you fail to do so will be deducted from your deposit. In particular we ask you to ensure table tops are wiped clean before being stacked in the storeroom.

You **MUST** remove all rubbish and take it with you when you leave – the bins cannot cope with two weeks of hall hire. Please ensure that you bring sufficient bin bags to allow you to do so. **Failure to comply with this will result in the forfeiture of your deposit.**

Furniture

Please be careful when moving chairs and tables in order to avoid injury. Please stack chairs and tables neatly where found at the start of the hire on completion. A first aid box is located in the kitchen, and an Accident Report book is kept in the drawer next to the cooker. All recorded accidents must be reported to the management as soon as possible. It is the duty of the management to inform the authorities.

Heating

The heating/air conditioning instructions are posted in the large hall.

The heating can be turned off /on by the main switches which are located left of the serving hatch, in the kitchen. The heating will turn off automatically after 3 hours but can be restarted immediately.

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 must be refrigerated.

Consideration for others

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are a disturbance for local residents.

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

Use of the recreation facilities

The adjacent playing field is a public facility managed by Southwick and Widley Parish Council and is available for use by the public. The Hirer should be aware that in the event of any accident occurring to themselves or their guests during the period of hire, no claims can be made against Southwick and Widley D-Day Memorial Hall Trust.

Use of the Recreation Ground in conjunction with the hall is at the discretion of the Parish Council, and if agreed, all outside activity must cease by **10.30 pm**.

The Parish Council has Public Liability Insurance for general public use of the playing field. This Insurance does not specifically cover Public Liability for Hire of or part of the Recreation Ground for private events associated with hire of the Village Hall, including the use of equipment e.g. Bouncy Castles used for private events. The Hirer should ensure they have adequate Public Liability Insurance in place for the use of such equipment.

Hirers should be aware that only the hall and adjoining front carpark may be reserved exclusively for private use; the playing field is a public facility.

Hirers may pace up to 3 small gazebo tents on the playing field outside the hall. They should remain within a line drawn through the adjacent trees. Weights should be used to secure gazebos as the driving of stakes into the ground is prohibited.

Faults/ damage/ comments

Please report any faults or damage to the booking secretary as soon as possible 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.

Payment

Payment is due within the terms specified within the Terms of Payment. Please note that we do not accept cash, and cheques are only accepted by prior agreement at the time of booking. The Hirer is responsible for any costs incurred by Southwick and Widley D-Day Memorial Hall charitable trust in the event that any cheque so accepted results in bank charges being levied.

