

Northiam Village Hall Hiring Agreement

Conditions of hire

These Conditions of Hire apply to all hirings of Northiam Village Hall and are to be read by all Hirers. If the Hirer is in any doubt as to the meaning of these conditions, the Hall Secretary or Booking Clerk should immediately be consulted.

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 conditions under this Agreement, relating to management and supervisions 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 at the time of booking, 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.

The Village Hall has been licensed by Rother District Council for various forms of entertainment, each entertainment has a maximum number of persons allowed to attend, as follows:

Main Hall:

- 240 people standing
- 180 people seated in rows (theatre style), in two orderly blocks with a central aisle
- 120 people seated at tables for food and entertainment, meeting or similar event

Jenkins Room:

- 50 people standing
- 30 people seated
- 20 people seated at tables for food and entertainment, meeting or similar event

Paddock Room:

- 10 people seated

4. Kitchen, kitchenette and tea making facility

The use of the kitchen is included in the hire of the Main Hall.

The use of the kitchenette is included in the hire of the Jenkins Room.

The Paddock Room has a tea making facility.

- 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.
- Kitchen Equipment. It is the responsibility of the Hirer to ensure that the kitchen equipment, cutlery and crockery is suitable and sufficient for their needs prior to their event. The use of the electric cookers in the kitchen is charged by coin meters located on the wall in the lobby at the rear of the kitchen. The meters accept £1 or £2 coins

Northiam Village Hall Hiring Agreement

- After use. Unless otherwise directed, at the end of the hire all equipment, cutlery and crockery must be left clean and replaced in its original locations. Failure to do this may result in the Village Hall Management Committee making additional charges.

5. Access to the premises

Access to the Main Hall, Jenkins Room or Paddock Room is by entering a four-digit code into the keypad located adjacent to the respective entrance door. Use of the correct code will electrically release the door (an audible 'click' will be heard from the door lock, accompanied by a green light on the keypad). Pull the door to open it.

The four-digit code will be advised to the Hirer on confirmation of the booking and will be valid for the duration of the hire. Unless otherwise agreed the duration of the hire will include an additional 15 minutes set-up time and 15 minutes clear-up time at the beginning or end of the hiring. If the booking is for a range of dates, the same access code will apply to each date, unless the Hirer is advised to the contrary by the Booking Clerk.

6. Car Park/Paddock Field

The Village Hall car park may be used by the Hirer and their guests, subject to the following:

- Hirers are responsible for orderly parking of vehicles
- The approach roads to the car park must not be obstructed
- The private garages for Frewen Close residents must not be obstructed
- The gate entrance to the Paddock Field must be kept clear at all times to permit access for emergency vehicles

The adjoining Paddock Field and grassed area on either side of the car park may be used for additional parking provided the weather conditions are suitable and the ground is not too soft. The Paddock Field must be booked for this purpose.

The Paddock Field is not available for separate hire other than in conjunction with the hire of the Main Hall, Jenkins Room or Paddock Room.

7. Insurance and indemnity

- **Hirers using the Village Hall for commercial or profit-making purposes 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 and the premises' contents, and
 - (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 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 following use of the premises by the Hirer, and the Hirer shall indemnify and keep indemnified accordingly each member of the Village Hall Management Committee, their employees, volunteers, agents or invitees against such liabilities, and
 - (iv) On request of the Village Hall Management Committee the Hirer will produce written evidence that they have the insurance and indemnity referred to in clause 7 (a) subclauses (i), (ii) and (iii) for the period of the hire.
- **For the benefit of Hirers using the Village Hall for non-commercial, non-profit-making purposes, the Village Hall insurance covers the liabilities described in clause 7 (a) subclauses (i), (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 the Village Hall Management Committee, their 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.

8. Gaming, betting and lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law related to gaming, betting and lotteries

Northiam Village Hall Hiring Agreement

9. Film

Children 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.

10. 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 that only fit and proper persons who have passed the appropriate checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. On request the Hirer shall provide the Village Hall Management Committee with a copy of the Hirer's Child Protection Policy.

11. Public safety compliance

The Hirer shall comply with all the conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority and the Village Hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes licensable activity, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the Village Hall's Health and Safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given by the Hirer to the Hall Secretary.

The Hirer acknowledges that they have read and understood the following:

- Escape routes and the need to keep them clear
- The necessity to evacuate the Hall and call the Fire Service in the event of a fire
- The location and use of the fire equipment
- Method of operation of escape door fastenings
- Location of the first aid box

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

- That all fire exits are unlocked and panic bolts are in good working order
- That all escape routes are free of obstruction and can be safely used for instant evacuation
- That any fire doors are not wedged open
- That there are no obvious fire hazards on the premises
- That emergency exit lighting is working during the time that the premises are occupied. Should any emergency exit lighting be apparently not operating normally, the Hirer should contact the Hall Secretary

12. Noise

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, comply with any licensing condition for the premises. **All amplified sound/music must finish by 23.00 hours, except on New Year's Eve when it must finish by 00.15 hours.** The Hirer must also bear in mind the proximity of local residential properties when setting volume levels.

13. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that, to avoid disturbing neighbours to the Village Hall, and to avoid violent or criminal behaviour, care is taken to prevent excessive consumption of alcohol. No illegal drugs may be brought onto the premises.

Drunk and disorderly behaviour is not permitted on the premises or its immediate vicinity. In accordance with the Licensing Act 2003, any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly manner must be asked to leave the premises.

14. Electrical appliance safety

The Hirer shall ensure that any electrical appliance brought by them to the premises and used there shall be safe, in good working order, and used in an appropriate 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.

Northiam Village Hall Hiring Agreement

15. Stored equipment

The Village Hall Management Committee accepts no responsibility for any stored equipment or other property brought onto 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 agreement) must be removed at the end of each hiring or fees will be charged for each day or part of a day until the same is removed. Foodstuff is not to be stored as it may attract rodents which are both unhygienic and likely to cause damage to property.

The Village Hall Management Committee at its discretion may dispose of any items left on the premises 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 in any of the following circumstances:

- 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;
- Failure by the Hirer to remove any property brought on to the premises for the purposes of the hiring.

16. Smoking and vaping

The Village Hall and its entire premises are designated No Smoking or Vaping. The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking and vaping in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision must 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.

17. Accidents and dangerous occurrences

The Hirer must report **as soon as possible** to a member of the Village Hall Management Committee:

- Any accident involving injury to persons on the Village Hall premises;
- Any failure of equipment belonging to the Village Hall;
- Any failure of equipment brought in by the Hirer

18. Explosives and flammable substances

The Hirer shall ensure that:

- Highly flammable substances 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 Village Hall Management Committee. No decorations are to be put up near light fittings or heaters.

19. Heating

The heating throughout the premises is centrally controlled and not adjustable by the Hirer. At the time of booking, the Hirer should agree the desired temperature with the Booking Clerk. The heating system will be automatically adjusted to the desired level for the duration of the hire. No attempt must be made to adjust the heating manually during the hire, and the radiator valves must not be tampered with.

The Hirer shall ensure that no unauthorised heating appliances are used on the premises during the hiring without the consent of the Village Hall Management Committee. Liquefied Propane Gas heating appliances are not to be used.

20. Animals

The Hirer shall ensure that no animals except guide dogs are brought into the premises, other than by prior agreement. The Booking Clerk may agree to the hire for small animal training or treatment, or for show purposes. The purpose must be made clear at the time of booking and special terms may need to be applied to the booking. Under no circumstances may animals be permitted in the kitchen.

21. 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 the Village Hall Management Committee against all actions, claims and proceedings arising from any breach of this condition.

Northiam Village Hall Hiring Agreement

22. 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 price of all goods and services are prominently displayed together with the vendor's name and address, and that any discounts offered are based on Recommended Retail Prices.

23. Inflatables, including bouncy castles

Due to the increased risk of injury, and potential damage to Village Hall equipment, the Hirer is not permitted to bring, or permit others to bring, onto the Village Hall premises any bouncy castle or similar inflatable equipment.

24. Cancellation

If the Hirer wishes to cancel the booking before the date of the event, and the Village Hall Management Committee is unable to redeploy the booking, the question of the payment or repayment of the hiring fee shall be at the discretion of the Village Hall Management Committee, and the following guideline shall apply:

- The total hire charge may be refundable if cancellation notice is received by the Booking Clerk at least 4 weeks before commencement of the hire
- 50% of the total hire charge may be refundable if cancellation notice is received by the Booking Clerk between 7 days and 4 weeks before commencement of the hire
- None of the total hire charge may be refundable if cancellation notice is received by the Booking Clerk less than 7 days before commencement of the hire, or in the case of no show. However, a full refund will be made where the cancellation is due to extreme weather conditions

The Village Hall Management Committee reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- The premises being required for use as a Polling Station for national or local elections or similar
- The Village Hall Management Committee reasonably considering that such hiring would lead to a breach of licensing conditions or other legal or statutory requirement, or that unlawful or unsuitable activities will take place at the premises during such hiring
- The premises becoming unfit for the use intended by the Hirer
- An emergency requiring use of the premises as a shelter for the victims of flood, snowstorm, fire, explosion, or for those at risk of these or similar disasters

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

25. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition for the next hirer. This includes cleaning and removing any rubbish from the Main Hall, Kitchen, Jenkins Room, Paddock Room and toilets after the hire. Rubbish bags can be placed in the black bin, provided there is spare capacity in the bin. If there is no spare capacity in the black bin, then rubbish bags must be removed completely from the Village Hall premises and its surrounds.

When vacating the premises, the Hirer must ensure that all external doors are closed and locked, and that all lights, except for those which are motion detected, are switched off. In the case of doubt, reference should be made to the Hall Secretary.

26. 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 Hall Secretary or Booking Clerk. Any alteration, fixture, fitting or attachment so approved shall, at the discretion of the Village Hall Management Committee, remain in the premises at the end of the hiring. It will become the property of the Village Hall unless the Village Hall Management Committee agree to its removal. The Hirer must make good any damage cause to the premises by such removal.

27. No rights

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