

Southwater Village Hall, Church Lane, Southwater RH13 9BT

CONDITIONS OF HIRE AND AGREEMENT

These conditions apply to all hiring of the Village Hall and Car Park. If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary should immediately be consulted.

The Hirer is responsible for adhering to the Operating Instructions. It is the Hirer's responsibility to ensure that copies of the Instructions are obtained and understood. If the Hirer is in any doubt about any of the Instructions, the Booking Secretary should be consulted.

By going ahead with the hiring of Southwater Village Hall, the Hirer is agreeing to these Conditions of Hire and complying with the Instructions.

1. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the Village Hall, 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 Village Hall whatever their capacity. As directed by the Booking Secretary, the Hirer shall make good or pay for all damage (including accidental damage) to the Village Hall or to the fixtures, fittings or contents and for loss of contents.

2. Car Park

The hirer is responsible for ensuring that vehicles are parked in an orderly way so as to avoid obstruction of the highway and that any parking requirements in the Instructions are followed. Users may need to ask for assistance when leaving the car park due to vehicles being double parked. Alcohol must not be consumed in the car park.

3. Use of Village Hall

The Hirer shall not use the Village Hall for any purpose other than that described in the Agreement and shall not sub-hire or use the Village Hall or allow the Village Hall to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the Village Hall anything which may endanger the same or render invalid any insurance policies in respect thereof.

4. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the Village Hall in contravention of the law relating to gaming, betting and lotteries.

5. Licences

The Hirer shall obtain authorisation from the Southwater Village Hall Management Committee for the sale of intoxicating liquor before contacting the Licencing Authority.

The Village Hall has a Joint Music Licence for community buildings from PRS for Music and PPL.

6. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the Village Hall by the Fire Authority, Local Authority, and Licencing Authority 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 must ensure that the Village Hall is not occupied by more than 110 people in the Main Hall at any time and no more than 40 people in the Robert Piper Room.

7. Fire Precautions, Use of Flammable & Explosive Substances, and Emergency Procedures

These form part of the Instructions and users must make themselves familiar with and adhere to them in particular the emergency procedures for fires.

8. 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 in the Village Hall must be refrigerated and stored in compliance with the Food Temperature Regulations. No person should use the kitchen if they have suffered from a cold/influenza/diarrhoea in the last 48hrs

9. Electrical Appliance Safety

The Hirer shall ensure that all electrical equipment belonging to the Village Hall and any electrical equipment brought in by the Hirer are used safely in accordance with the Instructions and Health and Safety Executive guidelines and is PAT tested.

10. Accidents and Dangerous Occurrences

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 which is located in the Green Room next to the kitchen. Any damage to Village Hall property or failure of equipment belonging to the Village Hall or brought in by the Hirer must be reported to the Booking Secretary within seven days.

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. Drunk and disorderly behaviour shall not be permitted either in the Village Hall or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor sold to any person suspected of being under the age of 18. 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 Village Hall. No illegal drugs may be brought into the Village Hall.

12. Animals

The Hirer shall ensure that no animals (including birds) except guide and assistance dogs are brought into the Village Hall, other than for a special event agreed to by a member of Management Committee. No animals whatsoever are to enter the kitchen at any time.

13. Compliance with the Children Act 2006

The Hirer shall ensure that any activities for children under eight years of age, that are not private functions, comply with the provisions of the Children Act 2006. The Hirer shall provide the Village Hall Committee with a copy of their Safeguarding Policy on request.

14. 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 Village Hall, 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.

15. Sale of Goods

The Hirer shall, if selling goods in the Village Hall, 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.

No food cooked in a home kitchen can be sold apart from cakes unless this has been authorised by Horsham District Council.

16. End of Hire

The Hirer must follow the Instructions with regard to the End of Hire. Should these not be followed the Village Hall shall be at liberty to make an additional charge.

17. Noise

The Hirer shall ensure that their use of the Hall avoids inconvenience to adjoining residential properties. The Hirer must follow the requirements of the Instructions.

18. Stored Equipment

The Village Hall accepts no responsibility for any stored equipment or other property brought on to or left at the Village Hall, 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.

The Village Hall may at its discretion, in respect of any equipment or property brought in to the Village Hall and not removed by the Hirer within 7 days after the hiring, dispose 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.

19. No Alterations

No alterations or additions may be made to the Village Hall nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Village Hall

20. No Rights

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

21. Booking Administration

a. Payment for Hire

Regular Users are expected to settle accounts in full within 28 days of receipt. Overdue accounts will incur a 10% surcharge per month unpaid.

Casual Users are expected to pay in full before their booking.

For certain functions the Management Committee may require a Special Deposit to cover the cost of any damage caused or extra cleaning if the Village Hall is left in a dirty state. This will be returned in full if after inspection the Village Hall is found to be clean and tidy, and there is no damage. If extra cleaning is required or there is damage the Village Hall Management Committee will retain all or part of the Special Deposit.

b. Hire Period

The hiring period shall be between the times specified in the Confirmation of Booking document. The Hirer should include time needed for preparation and clearing up in establishing the total period of hire required. The hirer is responsible for making sure that the Southwater Village Hall is not left unattended and/or unsecured at any time during, or at the end of the hire period. Hirers will not be allowed access to the Hall before the hire start unless with the approval of the Booking Secretary. Adequate time should be allowed at the end of events to ensure that the Village Hall is vacated at or before the end of the hire period, so as not to interfere with the needs of other users and to observe the Public Entertainment Licence Conditions for hours of use. Any additional time outside the specified period required for preparation and/or clearing up shall only be permitted with the confirmation of the Booking Secretary.

22. 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 Village Hall including the curtilage thereof or the contents of the Village Hall.

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 the damage or loss of property or injury to persons arising as a result of the use of the Village Hall (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 Village Hall by the Hirer, and subject to sub-clause (c), 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) When inflatable play equipment is being used the Hirer must have insurance to cover accidents. The Hirer must ensure that the equipment is supervised by a responsible adult and not used by children under two years of age. It should also be restricted to use by only one age group at any one time: 2 – 5 years, or 6 -12 years. There must be soft matting in the front or the open side where there is a risk of falling. Inflatable play equipment must not be used outside the Village Hall.

[c] 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.

(d) Where the Village Hall does not insure the liabilities described in sub-clause (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 Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Secretary to rehire the Village Hall to another hirer.

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

23.Cancellation

If the Hirer wishes to cancel the booking 6 weeks or less before the date of the event and the Village Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Village Hall Management Committee. The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

(a) the Village Hall being required for use as a Polling Station for a Parliamentary, EU, Local Government or Police and Crime Commissioner election or by-election

(b) the Village Hall Management Committee reasonably considering that:

- such hiring will lead to a breach of licencing conditions, if applicable, or other legal or statutory requirements, or
- unlawful or unsuitable activities will take place as a result of this hiring

(c) the Hall becomes unfit or unsafe for the use of intended by the Hirer

- (d) an emergency requiring use of the Village Hall 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.

24. Privacy Policy

Personal data is only held in electronic format or paper format for the length of time a person or group hires Southwater Village Hall. Personal data will be kept no longer than necessary and then will be securely destroyed.

Southwater Village Hall Management Committee
September 2018