Sedlescombe Village Hall

Terms and Conditions of Hire

Contents

1	Int	erpretation	2
2	Ba	ckground Information	2
3	Us	e of the Hall	2
4	Su	pervision	3
5	Pre	emises Licence	3
6	Alc	cohol Licence	3
7	Но	ours of Use	3
8	Ins	surance	4
9	Dis	sclosure & Barring Service (DBS) Requirement	4
10	(GDPR	4
11	ı	Hall Bookings	4
12	(Cancellation by Hirer	4
13	I	Damage/Breakages	5
14	I	During your Hire	5
1	4.1	Alterations	5
1	4.2	Furniture	5
1	4.3	Heating	5
1	4.4	Waste	5
1	4.5	Smoking	5
1	4.6	Wi-Fi	5
1	4.7	Outdoor play area	6
1	4.8	Barefoot Use	6
1	4.9	Other users	6
1	4.10	Cleaning	6
15	ı	Kitchen	6
1	5.1	External Caterers	6
1	5.2	Other catering	6
1	5.3	Kitchen utensils and tea towels	6
1	5.4	Breakages	7
16	(Car Park	7
17	9	Stored Items	7

Last Revised: 23/08/2023

18	Health and Safety Compliance	7
18.1	1 Fire	7
18.2	2 Electrical Appliances	7
18.3	3 Accidents and First Aid	8
18.4	4 Risk Assessment	8
19	Keys	8
20	Payment	8
20.1	1 Hire charges	8
20.2	2 Damages or cleaning	8
21	General Terms	8

The Sedlescombe Village Hall Management Committee's Conditions of Hire appear below. The Committee reserves the right to revise the conditions at any time.

1 Interpretation

In these terms and conditions, the "Hall" or "the premises" are to be understood to be Sedlescombe Village Hall Charitable Incorporated Organisation, its buildings, car park and grounds. The "trustees" are the board are understood to be the board of trustees who, through their management committees own and manage the hall. "You" is understood to be the hirer of the hall, or organisation representative making the booking; "you" may also be understood as the trustees or managing committee of the organisation making the booking. The "constitution" refers to the Sedlescombe Village Hall CIO Constitution, last revised in 2022.

2 Background Information

Hirers should note that Village halls are usually held on strict trusts which require the management committee to ensure that the hall is administered in accordance with those trusts. Trustees of the Sedlescombe Village Hall CIO are volunteers who are elected from time to time in accordance with the Hall constitution. The Trustee Board may from time to time delegate some of its responsibilities to a Management Committee and/or other committees.

Hirers are welcome to ask about becoming a trustee as new trustees are very welcome.

3 Use of the Hall

No hirer shall use the Premises for any purpose other than that descried in the Room Booking and shall not sub-hire or use or allow the Premises to be used for:

- Any political rallies or demonstrations
- For purposes which are illegal
- For functions attended by people whose presence may cause civil unrest of division within the community
- To an organisation or individual which has been banned by law

 Or to do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance polices in respect thereof

You also agree to ensure that your event is held in accordance with all current legislation, in particular the Equality Act 2010, and in accordance with the objects of the Sedlescombe Village Hall CIO which are "To further or benefit the residents of Sedlescombe and the neighbourhood, without distinction of sex, sexual orientation, race or of political, religious or other opinions by associating together the said residents and the local authorities, voluntary and other organisations in a common effort to advance education and to provide facilities in the interests of social welfare for recreation and leisure time occupation with the objective of improving the conditions of life for the residents."

The Trustees reserves the right to exclude or eject from the Premises any person, and to cancel any booking, where it considers that any event might violate these conditions or be in breach of the Constitution.

4 Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents, their care, and the behaviour of all persons using the Hall whatever their capacity, including proper supervision of car parking arrangements.

The Hirer will be responsible for drawing these Terms and Conditions to the attention of any other attendee at their event.

The Hirer shall also be responsible for ensuring that the Hall is left locked and secure at the end of the hire.

5 Premises Licence

The Hall holds a Premises Licence under the 2003 Licensing Act covering the Sale of Alcohol, Theatrical Performances, the Showing of Films and the Public performance of Music, Singing and Dancing. A copy of the licence is exhibited in the foyer. A person or organisation hiring the Hall is responsible for ensuring that the terms and conditions of the licence are strictly observed.

You shall not apply for any additional licences without the explicit written permission of a representative of the Trustees.

By signing a booking application, you agree to indemnify members of the Hall's Management Committee against any penalty imposed for any breach of licence conditions by the user.

6 Alcohol Licence

The hall has a licence to SELL alcohol (if you wish to sell alcohol you will need to pay Sedlescombe village Hall £21 for temporary use of its licence.)

7 Hours of Use

Apart from use in accordance with the Public Entertainment's License or for Elections, the Hall may be used only from:

Last Revised: 23/08/2023

- 9.00 am to 11.00 pm Sundays to Fridays
- 9.00 am to 11.45 pm on Saturdays

For Public Entertainment it may only be used at the following times:

- 10.30 am to 10.45 pm on Mondays to Fridays
- 10.30 am to 11.45 pm on Saturdays

It may not be used for these purposes on Sunday, Good Friday, or Christmas Day.

The Theatre Licence prohibits performances on Good Friday or Christmas Day or before 2.00 pm on any Sunday.

8 Insurance

During the period of the hire, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify the Hall and its Trustees from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hire except where due to the negligence of the Venue or the Hall Trustees or their agents.

The Hall carries its own insurance against claims against negligence of the Trustees and you should not rely on this insurance.

Equipment and items belonging to the hirer whilst on the premises of the hall shall be at the hirer's risk and the Management Committee will not be responsible for damages by any means, or theft of any items belonging to the hirer.

9 Disclosure & Barring Service (DBS) Requirement

In pursuance of current legislation to protect vulnerable persons & children, it is the responsibility of the Hirer to ensure that the Hirer and any other adult on the premises to run a class or group involving children or vulnerable adults shall be appropriately checked by the DBS.

He Hall and its Trustees will accept no liability in respect of failure to obtain DBS certification.

It is the responsibility of the Hirer to ensure that appropriate safeguarding policies and procedures are in place and enacted to ensure that children and vulnerable adults are kept safe whilst on the Hall premises.

10 GDPR

Personal data supplied on the Room Hire Booking form will be held and will be used in accordance with current data protection legislation for statistical analysis, management, planning and provision of services by the Hall and its partners.

11 Hall Bookings

The Hall's Management Committee reserves the right to decline to accept a booking application or to cancel an accepted booking.

12 Cancellation by Hirer

Cancellations of bookings will be accepted subject to 1 month's notice and a full refund will be made but subject to an administration fee. In very exceptional circumstances, e.g., bad weather conditions, the Trustees will decide whether or not a refund, full or partial, can be paid. Hirers are advised to insure against such risks.

All cancellations or alterations to bookings must be notified to the Booking Clerk.

13 Damage/Breakages

Any accidental damage or breakages caused by hirers must be reported to the Booking Clerk as soon as possible. Where appropriate the hirer will be charged the cost of repairs/replacement.

14 During your Hire

14.1 Alterations

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations, or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them, and you must make good to our satisfaction any damage you cause to the premises by such removal.

You are reminded in particular that you should NOT USE Sellotape or Blutack on the walls. Similarly, you must not use any adhesive tape (e.g., Gaffa tape) on the floor.

You shall not display any advertising in the Hall or in its grounds without the written permission of the Trustees.

14.2 Furniture

Hirers are required to leave rooms used in a clean and tidy state ready for the next user. Hirers will be charged for any abnormal cleaning costs incurred.

You are responsible for ensuring that chairs are re-stacked in groups of no more than 5 against the hall wall. (See notices on wall for where they go). You must ensure that the trolley used for moving groups of chairs so that the floor surface is not damaged by dragging furniture across it.

Tables must be returned to storage in a clean state.

14.3 Heating

The Hirer is responsible for ensuring that no heating appliances other than those fitted to the building are used or brought on to the premises without the written consent of the management committee. Portable Liquefied Propane Gas (LPG) heating applies may not be used.

14.4 Waste

You must ensure that waste is bagged and removed from the premises – do not permit the disposal of waste in the Hall's bins. Bins left either in the hall or in the bins will result in the lost of your deposit or even an additional fee (see section 20.2)

14.5 Smoking

Smoking is not permitted anywhere on the premises. Use of smoke machines is forbidden.

Vaping is not allowed anywhere in the building.

14.6 Wi-Fi

Wireless internet is provided free of charge to users. The Hirer agrees not to use this service for any of the following purposes:

a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws;

- (b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
- (c)interfering with any other persons use or enjoyment of the Wi-Fi service; or
- (d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;

The Hirer further agrees to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

14.7 Outdoor play area

This is reserved for the Playgroup. Please DO NOT use Playgroup outside play area

14.8 Barefoot Use

Whilst the floor is a good quality sports floor made of dense hardwood and we clean regularly, the hall is not intended for barefoot use. If you wish to use it barefoot, you MUST do your own risk assessment for this before each and every use.

14.9 Other users

Hirers must respect the reasonable needs of others using the Hall's facilities at the same time.

14.10 Cleaning

You must ensure that surfaces in the kitchen are wiped after use. You should also make a visual check of the hall floor and sweep if necessary. A hoover is provided for cleaning the entrance lobby and you are responsible for hoovering if any mess has been left during your booking. You should make a check of the toilets and clean if necessary.

15 Kitchen

15.1 External Caterers

Hirers should ensure that outside caterers carry adequate public liability insurance. Hirers should check that outside caterers are registered with the local Authority where the caterers are based.

It is the Hirer's responsibility to ensure that caterers comply with all health and hygiene legislation and regulations

15.2 Other catering

Where food and drink are to be supplied to the public, the Hirer should hold a Basic Food Hygiene Certificate. A copy of this should be supplied to the Trustees on request.

15.3 Kitchen utensils and tea towels

Plates, mugs, cups, saucers, bowls, and cutlery are only for catering use and the serving of refreshments. They must be cleaned using the dishwasher provided and returned to the storage trays at the end of each hire.

The Hirer will be responsible for ensuring that all such items are thoroughly cleaned before return to storge. You should note that the dishwasher will sterilise all items but does not always remove all dirt.

Please note that cooking pans, dishes and utensils are not supplied

From January 2024, the Hall will no longer provide tea towels and users must supply their own.

15.4 Breakages

Please report any breakages to the Hall Manager within 24 hours of your event

16 Car Park

Height Barrier at entrance is 2.1m high (please inform at time of booking if required to be open)

All vehicles must be removed after the event and in no circumstances left overnight in the car park.

Hirers must note that the Hall and its Trustees accept no liability for damage to, or theft of or from vehicles parked in the car park

17 Stored Items

Items stored/left at Sedlescombe Village Hall are left at owner's risk. The Hall and its Trustees will accept no liability for the loss of or damage to items left in the Hall.

18 Health and Safety Compliance

18.1 Fire

Fire Regulations, which are displayed in the entrance hall, must be strictly observed. In particular 6ft clearances are to be left at all fire exits. All corridors are to be kept clear. Hirers must familiarize themselves with extinguisher and fire blanket points.

It is your responsibility to ensure that the relevant instructions regarding Fire and Emergency procedures are observed by all occupants. The hall is equipped with a fire detection system and alarms will sound if smoke or heat is detected in certain areas. If the alarm sounds, sounds, the premises must be evacuated via the nearest emergency exit. (All exits are clearly marked, and you should familiarize yourself with the escape routes prior to your function). In the event of someone discovering a fire, the nearest alarm call point should be activated, and the building evacuated immediately. Only if it is safe to do so should any attempt be made to fight a fire using only the fire extinguishers in the hall.

The village hall alarm system is not directly linked to the emergency services; you will therefore need to call the emergency services. You must ensure that the phone inside the hall is only used if it is safe to do so without putting anyone at risk.

The fire assembly point is at the top of the car park near Red Barn Field In the event of a fire, please DO NOT attempt to leave in your car as this could prevent access by the emergency services

No person should be permitted to re-enter the hall until you are sure there is no danger.

If the Fire and Rescue Service is called, they will assume responsibility for the area and give the all clear.

18.2 Electrical Appliances

The Hirer shall be responsible for ensuring that any electrical appliances, including extension leads, intended to be used during the booking shall be PAT tested and supply proof of this on request.

18.3 Accidents and First Aid

A first aid box is available in the kitchen. You are responsible as the higher for recording any accidents in the Accident Book which is also kept in the kitchen. Injuries should also be reported to the hall manager.

18.4 Risk Assessment

Hirers should carry out a risk assessment in respect of their use of the Hall. The Hall Manager can supply a suitable template.

19 Keys

We now operate a key safe entry system. Hirers will receive the code to access the keys with their booking.

The Hirer is responsible for replacing the keys in the key safe after opening and again after locking up at the end of the booking. Hirers must note that they will be responsible for the cost of replacing keys which are not put back in the key safe at the end of the hire period.

20 Payment

20.1 Hire charges

Regular Users are invoiced in arrears and should pay by bank transfer in full.

Casual (one-off) users:

- will receive an invoice, usually payable within 10 days (date due is shown on invoice).
- booking is not confirmed until this is paid in full, by debit or credit card ("Stripe").
- If unpaid, the booking may be cancelled by us.
- will usually be asked for a deposit of £50 plus £2 fees.
- Will have the deposit refunded to the card used to pay, usually within 10 working days, if the Hall is left in a satisfactory state (clean, tidy, rubbish removed off site and otherwise in accordance with these published Terms and Conditions for hire).
- If paying by card is a problem, please contact <u>svh-treasurer@outlook.com</u> to discuss an alternative.

20.2 Damages or cleaning

The Hall and its Trustees reserve the right to withhold the deposit (see above) to cover any additional cleaning if the hall is not left clean, tidy and in accordance with these Terms and Conditions.

The Hall and its Trustees additionally reserve the right to invoice hirers for the full cost of repairs to damage caused during or as a result of the event.

21 General Terms

The Trustees reserve the right to amend these Terms and Conditions of Use in writing at any time and without notice.

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